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The Solicitors' Journal.

LONDON, JULY 21, 1866.

OUR READERS WILL SEE, by our Parliamentary columns, that the Common Serjeant has been compelled, partly by want of time, and partly by the unexpected defection of a coadjutor, to withdraw what we are almost tempted to call the one good bill of the session—the Legitimacy, &c., Declaration Act. As, however, we are informed that both the present Attorney-General and his predecessor in office have expressed themselves favourable to the principle, we have good reason to hope that, after a slight delay, the measure will be passed. We are not, on the whole, so fond of "the Palladium of British Liberty" as some of our contemporaries, and are inclined to think juries very often a mere incumbrance; but on a question of disputed fact and nothing else, such as a case of doubtful pedigree, it is by far the most satisfactory, even if not a perfectly unerring, tribunal.

WHILE THE CREDITORS of the London, Chatham, and Dover Railway are securing themselves as they best may, and engaging themselves in a general scramble for the property of that company, the House of Lords has a bill under its consideration intended to prevent the public from suffering inconvenience by reason of the seizure in execution of the rolling stock of railway companies. We are not aware that any creditor of the railway we have mentioned has taken the property of the company in execution, and we presume that the appointment of a receiver by Vice-Chancellor Stuart protects the company for the present from this risk; but for which there would be, no doubt, many creditors, within a short time, in a position to do so. It becomes important, then, to inquire whether it is preferable that the creditor or the public should suffer for the extravagance of bad or reckless management on the part of railway companies. The bill proposes to enact that "it shall not be lawful for any creditor to seize or take in execution, in satisfaction of any debt incurred after the passing of this Act any engine, carriage, rail, or other property on any railway of any kind whatsoever which may be required for the due performance of the service of passenger or goods traffic thereon." In moving the second reading of this bill, Lord Redesdale, arguing upon the assumption that it is most desirable that the railway communication of the country should be kept open, stated, and with truth, that, under the present law, it is not impossible that the traffic on the most important lines might be brought to a stand-still in consequence of some of the engines and carriages being seized in execution, and although he wished to lay down the principle that the passenger and goods traffic of a railway should not be liable to stoppage, he did not ask the House to pass the bill in its present shape. It has since been referred to a select committee.

While most of our readers will agree that it is of the greatest importance that the railway traffic of the country should not be wantonly suspended at the will of any individual, who may be in a position to issue execution against the goods of a company, and will admit, at the same time, that the rights of individuals must in practice often succumb to considerations of public welfare, it is a very much too extensive measure to take away the right of a creditor without giving him any corresponding security. Instances have no doubt occurred in which the property of a railway has been taken in execution, but their rarity is so great as to make legislation on the subject perfectly unnecessary, particularly when the readiness with which the Court of Chancery interferes to protect the working of such companies against the demands of individual creditors, by appointment of receivers and otherwise, is considered. The reason ascribed for the proposal to put the judgment creditors of railway companies in a worse position than the creditors of other companies or of individuals is the possibility of the stoppage of traffic. This doubtless would be an unmitigated evil, but we question whether the actual possibility that a creditor may take such a course, is not a greater safeguard to the public that railways will pay their debts than they would have in the absence of that power. It must be remembered that the individuals of whom the public is composed are very extensive creditors of railway companies, and it is more than probable that the majority of those creditors are themselves holders of railway shares or stock, whose rights as judgment creditors would therefore be antagonistic to their interests as members of the company. Such creditors, then, may be expected to use every other means to obtain payment of their debts, rather than those which might have the effect of injuring permanently the value of their property. Besides, it is a rare occurrence that a railway company should be so much in want of money as is the London, Chatham, and Dover Railway at the present moment, and yet, we see that even now in its worst need no creditor has taken either engines or carriages in execution. The process of issuing execution is of so solemn a nature that full notice of its probable occurrence must come to the knowledge of the company to be affected by it, and ample time be given for arrangement. It was suggested by some learned lords that the bill might yet be passed with some modifications, but we are unable to see what modifications could be introduced which would not add inextricable complications. It were far better to leave the creditor to the full power he now has, trusting to his prudence not to destroy the source from which payment of his debt is to be derived.

Since the foregoing was in type, a motion has been made before Vice-Chancellor Stuart in the cause of *Freeman* v. *Pennington*, and in the matter of the London, Chatham, and Dover (Metropolitan Extensions) Act, and in other matters, on behalf of persons entitled under the will of a Mr. Pennington, that, notwithstanding the appointment of a receiver of the three branches of the London Chatham, and Dover Railway in the case of *Drawbridge* v. *The London, Chatham, and Dover Railway Company*, the sheriff of Surrey might be at liberty to proceed with the sale of furniture and other property of the company in their waiting-rooms and at their stations at those branches, and which furniture and other property had been advertised for sale on that day at one o'clock, and that Drawbridge might pay the costs of the motion. The sheriff was in possession before Drawbridge obtained the appointment of receiver. The Vice-Chancellor refused to make any order on the motion, and said that a summons could be taken out at chambers. This is very nearly such a case as is pointed out by the bill above referred to, and, as we understand the matter, the Vice-Chancellor has refused either to interfere with the sheriff, or to allow the sale of the property taken in execution. The Vice-Chancellor having adopted the view that the sheriff could have no right to retain the property in execution when the receiver appointed by the Court of Chancery received it under his management, a very important question arises. Supposing a railway company knowing themselves to be in a condition of insolvency and unable to pay the interest on their debentures, should procure some friendly debenture-holder to move the Court to appoint a receiver. By such a course all judgment creditors might be set at defiance and the property of

the company protected from execution until such time as all the debts of the company were paid, or its affairs reduced to utter and helpless insolvency. There will within the next few months be many railways ready to avail themselves of such a proceeding for protecting the directors in the continuance of ever increasing indebtedness, if that proceeding is to take away the rights of judgment creditors.

PENDING THE BILL recently introduced into the House of Lords by Lord Redesdale, on which we have commented above, the case of *Gardner* v. *The London, Chatham, and Dover Railway Company*, before Vice-Chancellor Stuart, illustrates the working of the existing law in a manner which we trust will give the proposed legislation its quietus. Mr. Gardner had lent the London, Chatham, and Dover Railway Company money upon the security of their "undertaking," which the Act defines to be the line from Herne Hill to Dover. The company being in default, he applied to the Vice-Chancellor on Thursday week to have a receiver and manager appointed under the authority of the Court, and the application was successful. On Tuesday a Mr. Drawbridge, who is described as being a friendly plaintiff, made another application of a like nature to the first, but extending it to the branches of which he is the mortgagor, viz., the Western Extension, the Metropolitan Extension, and the general undertaking as to the city undertaking. In this instance an order was made similar to that granted on the previous hearing. On Mr. Gardner's case it has been said by a leading journal that the public would have no difficulty in deciding whether convenience lies on the side of their being served with railway trains or the plaintiff being paid his debt. No doubt this is true, and it requires no prophet to foretell which way the verdict would be. Of course the public who want an "outing" at Margate, Ramsgate, Deal, or Dover, care very little about Mr. Gardner or Mr. anybody else so long as they can revel in in the delights of the sandy shore, listening to what the wild waves are saying. The writer, doubt less, had a large share of popular sympathy; but if it were left to the general public to decide legal questions, their gratification swaying their judgment, manifest injustice would too frequently result.

Lord Redesdale proposes that his measure shall have prospective and not retrospective action, and thus, it is said, no injustice will be done to anyone. "Those who advance their money in the future will do so with their eyes open, knowing that the property of a railway company is specially exempted from the operation of the rule which enables a creditor to seize the goods and chattels of his debtor for the satisfaction of his demand." That may be so, but the only practical result will be to throw further difficulties in the way of the construction and working of new railways. Whether this will tend to the benefit of the public, our readers shall be judges.

IT IS ANNOUNCED by the *Builder* that the twelve architects appointed to compete for the Courts of Justice plans, considering the scheme comprised in the instructions contained a great increase beyond the scheme by Mr. Abraham—the rooms, for example, appertaining to the courts now amounting to 250 instead of about 100—authorised Professor Scott, their chairman, to apply for an enlarged space, to be purchased at the south-west corner of the site, making the whole site more square in form, and extending a greater frontage to the Strand. The request was agreed to on condition that the Treasury did not object, and that the architects would not include any part of Pickett-street in the extended site. The Commissioners had previously stipulated also that no part of Carey-street should be included in the site; but the allusion to Carey-street was struck out of their minute.

ROBERT LONGFIELD, Esq., Q.C., late member for Mallow, has been appointed law adviser to the Castle. As this gentleman is one of the candidates for the representation of the University of Dublin, we will have, unless one of the learned gentlemen retires, the novel spectacle of a Parliamentary contest between two law officers of the same Government.*

THERE IS A RUMOUR AFLOAT that some rancorous politicians propose to re-open the old question of Sir Fitzroy Kelly's conduct as counsel for himself in the Ipswich Election Petition of 1835, which we have a dim recollection of having heard spoken of with disapprobation when most of our readers were still in round jackets, as an objection to his appointment as Lord Chief Baron. We cannot, however, bring ourselves to credit such an exhibition of petty spite, and we do not believe that a single member of either House of Parliament will be found to lend himself to such a proceeding.

Sir Fitzroy Edward Kelly is son of Captain Robert Hawke Kelly, and was born in 1796. He entered Lincoln's-inn in 1818; was called to the bar in Easter Term, 1824, and went the Norfolk circuit; was appointed King's Counsel in 1835, standing counsel to the Bank of England in May, 1845, Solicitor-General in July of the same year, and again in February, 1852, under Lord Derby, and Attorney-General in 1858–59. Sir Fitzroy represented Ipswich 1834–5 and 1838–41, Cambridge 1843–7. He was elected for Harwich at the General Election of 1852, and for East Suffolk in May of that year, which he has represented ever since. On attaining a silk gown, he was invited to the bench of his inn, a place which he vacated on Monday last, on being raised to the rank of Serjeant-at-Law.

CORRUPT PRACTICES AT ELECTIONS.

Can no laws protect the honest voter from the dishonest voter? is the question asked in an able pamphlet on Parliamentary Reform by Mr. Serjeant Pulling; and it is a question that will find an echo in the breast of every honest man, of whatever party.

That England, the cradle of representative government, the apostle of representative institutions over all the world, should, after so many centuries of experience, still be unable to cleanse the Augean stables of electoral venality, still suffer the "plague spot" of corruption to tarnish its escutcheon, is a matter, indeed, of surprise; but a little consideration will show that the evils and corruptions which exhibit themselves in the practical working of our representative system are exactly those which, from the extent and nature of the transactions impeached, the private influences brought to bear, and the lax tone of morality on the subject, not only in the electors, but in the representatives, are the least tangible, and, therefore, most difficult to be reached by the strong hand of the law. Mr. Sergeant Pulling, acknowledging the grave obstacles which meet him at every turn, has brought to the investigation of the subject not only an intimate acquaintance with the system of parliamentary elections, but the acumen of a lawyer skilled in detecting the many winding mazes of chicanery and venality. There is, perhaps, no anomaly which so much shocks common sense, and one which is at the same time the fruitful source of so many of the evils that now prevail as the "claim of the House of Commons to alone adjudicate on the validity of the election of its own members." In the words of the learned serjeant, "it is, in fact, neither more nor less than the claim of a body of individuals to act as judges in their own case. The right of freely choosing representatives in the British Parliament is one which the electors enjoy by the law of the land. The question whether that right has been legally exercised is, in principle, one for a purely judicial tribunal, and not for a

* While this was passing through the press, we have learnt that Mr. Longfield has retired.—ED. *S. J.*

mere committee of the elected." Then, how often does it happen that some of the gentlemen sitting on the committee are in *consimili casu* with the sitting member? On every principle, therefore, it is clearly demonstrable that the claim of the House to have the exclusive cognizance of election cases is untenable. Are the practical benefits of the parliamentary tribunals such as to compensate for so grave a defect in their original constitution? A brief attendance at the sittings of an election committee would afford a clear, if not a satisfactory, answer. "With absolute power on the part of the committee to set at nought the rules of evidence and the letter and spirit of the law, and almost unfettered discretion on the part of those who conduct the proceedings to suppress facts, to intrigue, to withdraw, and to compromise; there is no security whatever that the finding of an election committee may not be brought about by means as corrupt as the return whose validity is in question." It is a notorious fact in the profession that nothing more unfits a young advocate from becoming a good *nisi prius* lawyer than continual practice before election committees—there is no species of question, however subversive of the simplest and most universal principles of evidence—no form of proof, however remote or irrelevant to the matter in issue—which is considered beyond the province of an advocate before an election committee—the investigation of truth, and the punishment of evil doers, is neither cared for nor sought—but victory at whatever cost. One striking illustration of this characteristic of an election committee occurred recently before one of the committees that were unfortunately so numerous after the late election:—A witness who had been put forward on the part of the petitioners in a case where the evidence was peculiarly contradictory, even for an election case, was observed, frequently during the cross-examination, to "refresh his memory" from a paper he held in his hand. The cross-examining counsel requested to be permitted to inspect the paper; the witness was accordingly ordered by the president to deliver it up for that purpose, instead of doing which, with the greatest deliberation, he tore it into shreds. It will scarcely be credited that the only effect of this piece of unparalleled audacity was that the petitioners were allowed to withdraw him as a witness, and his evidence was struck out.

The learned serjeant then forcibly points out the evils of the cognate system of "private bill legislation," which renders a seat in the House valuable, not only for the several distinctions it confers, but also for the opportunities it affords for advancing schemes of private interest under pretence of benefitting the public. "In these days, when grandees are at a good premium for directorships in the many schemes concocted in the purlieus of Capel-court, the sum of £3,000 or £4,000 judiciously laid out in acquiring a seat in Parliament, affords the prospect of a speedy and profitable return."

Having briefly discussed some of the sources of the corruption which rides rampant in so many elections—so much so, that in a speech of the Honourable Mr. Staniland, made in the House during the recent debate on the subject, it was alleged that, "out of the 334 members returned by the boroughs in England and Wales, one in every seven had been charged publicly, by petition, with the commission of bribery"—the learned serjeant points out the means by which we may lay the axe to the roots of this "upas tree" of electoral venality. He is in favour of "combinations among good men," as suggested by Mr. Christie and Mr. Maurice, and the plan seems worthy of consideration and trial. "If such societies were formed throughout the country for the purpose of enforcing the laws against bribery and corruption without regard to party, and held out to their subscribing members that they would be indemnified out of the funds of the society against all unfair consequences arising from their just exercise of the elective franchise, the mere fact of the existence of such societies would be more efficacious in stopping bribery and coercion than the provisions of the law itself."

There is one point to which the learned serjeant has scarcely given the attention it deserves, and that is that, while venal electors are held up to public reprobation, the conduct of the elected was scarcely glanced at. The observations of Mr. Bernal Osborne during a recent debate on this subject, are forcible, and not to be easily forgotten. "What is the use of the Corrupt Practice Act? It is of no use; the big fish break through it. When a committee of the House sits what does it do? If it be proved that a man has invested very largely on his seat, it invariably punishes the poor voter and acquits the rich man. Somehow it always discovers that the rich man who paid the money is not cognizant of the bribery. I am personally of opinion that all this will continue as long as the tribunals for the hearing of election petitions are committees of this House." That this subject is not confined in its interest merely to the profession, but is one which excites and commands the attention of the public generally, is evidenced by the great number of communications with reference to "corrupt practices" at elections which have appeared in the daily papers; amongst which, a series of letters by a writer in the *Standard*, under the *nom de plume* of "Peter Mancroft," are very well worthy of attention and perusal.

Mr. Serjeant Pulling, in proposing the remedies to this unfortunate state of things, makes several very important suggestions, among which is one that was strongly advocated and approved of by Mr. Bernal Osborne in the same debate, that all cases of election petitions should be tried by a commission, independent of the House, on the very spot of the election. This would be a saving of considerable expense to all parties concerned, the sitting member as well as the petitioner. The cost of bringing up the numerous witnesses that are necessarily required in such cases from some remote town to London, and the expense of keeping them there during a protracted inquiry, make the hearing of the petition as expensive as the election itself. None but a wealthy man can present or prosecute a petition.

Perhaps too little importance is attached to the effect of punishmentas preventive of corruption. To quote once more from the Parliamentary Debates, "there is another question which should be considered by the House, and that is the necessity of making penal *all* canvassing of electors before and after the writ is issued. Only make it infamous to bribe, and the poor man will be slow to take a bribe; but until the example is set in high places, you cannot expect that the poor man will fail to renovate his pocket at your expense." Lord Brougham suggested some time ago that bribery should be held felony, and there is but little doubt that, as long as bribery is connived at, and looked at as but a venial offence—as long as every man taking or giving a bribe is not rendered amenable to the ordinary criminal tribunals of our country like any ordinary felon—as long as the very fountain head of legislation, under pretence of preserving its high privileges, continues to throw the mantle of that privilege over the powerful or the rich offender—so long will venality, corruption, and every other description of rascality be the disgrace of our representative system.

THE APPROACHING "LONG VACATION."—On Monday last a notification appeared that the chancery "long vacation" would commence on the 10th August and terminate on the 28th October. It is said that before next term one if not more vacancies will have occurred on the equity bench.

JUDGES' CHAMBERS.—On Wednesday last, the other judges having left town on circuit, Mr. Baron Bramwell took the business of the three courts, when a new rule came into operation, not to allow a case attended by counsel to be retained in the list unless the necessary stamp has been obtained and obliterated.

QUICK WORK.—They do things in a hurry in California, as witness the following programme of a "pleasant little affair":—San Juan Nevada stage robbed at 5 a.m. of 3,000 dols.; reward was offered at 7 a.m.; robbers shot and all the money recovered at 2 p.m.; coroner's inquest at 3 p.m.; funeral of the thieves at 6 p.m.—*New York Paper.*

ART UNION LAWS.

The select committee appointed to inquire into the operation of the Art Union Laws have just issued their report, in which they state that the Art Union Act (9 & 10 Vict. c. 48) was passed in the year 1846 for the encouragement of art. Before the passing of that Act the Liverpool Art Union was established, viz., in 1834; and the Scottish Art Unions commenced their operations in 1836. They find that the tendency of art unions has been to foster a love of chance and speculation; and that the lottery laws are set at defiance by many societies which pretend to be art unions, but, in reality, are not so. The Act of 1802 is that which regulates the law as it at present applies to lotteries, from which, by the Act of 1846, art unions are specially exempted. The committee have had suggested to them the total abolition of the lottery laws; but in this recommendation they do not concur. The repeal of the Act of 1846 has also been suggested. The exemption from the lottery laws in favour of art unions rests with the Board of Trade, whilst the infraction of them comes under the cognizance of the Home Office. The committee consider that the administration and enforcing of the Art Union Laws should be placed under the charge of the Department of Science and Art of the Privy Council, for the purpose of checking abuses; and recommend that an art union shall be entitled to receive subscriptions, make a distribution, or carry on any other operation only while it has, as members of its committee of management, six or more persons whose names, addresses, and occupations shall have been approved by the Department of Science and Art, together with a certificate, under their own hands, of their intention to act as such committee; and no distribution shall take place except upon a scheme in writing or print signed by not less than six members of the committee of management. Within three months after each distribution there shall be inserted in a newspaper, published in the neighbourhood, the name of the art union, the names and addresses of all members of the committee of management, the head office, the correct amount of subscription, the aggregate amount of all the receipts, the sums paid for objects distributed, the name of each winner of a prize, a description of, and amount paid for, the objects selected by him, the amount of expenses of the art union, the amount of surplus receipts, and the intended mode of application. Within one week after such publication, a copy of the newspaper containing it must be sent to the Department of Science and Art, with a letter certifying the correctness of the statement, signed by not less than three members of the committee of management. In case of non-compliance with these regulations, the Act 9 & 10 Vict. c. 48, to be deemed not to apply to such association after the time specified. Any person taking part in the management of an art union, permitting such departure or non-compliance is to be liable to a penalty recoverable in a proceeding instituted under the direction of the Department of Science and Art.

The evidence and documents upon which the report is founded extend over seventy-eight pages. The following extract from the evidence of Mr. Waddington, the Secretary to the Home Office, who traced the history of lotteries from 1569, may be usefully given publicity to:—He is asked whether he considers the lottery laws are operative; and he says the mode of procedure is left entirely to the Attorney-General, whether he will sue for penalties, indict for a nuisance, or proceed under the Vagrant Act. "Any private individual may indict a lottery if he thinks proper; the consent of the Crown is not required." Speaking of those who advertise a lottery, he says, "the proceeding is with the Attorney-General, unless it should be held that the advertising comes within the words of the 42 Geo. 3, declaring lotteries a nuisance." As many of the provincial papers are issuing the following advertisement which we cut from one of last Saturday, the evidence that we append will probably cause a little surprise throughout the length and breadth of the land:—

"THE IMPERIAL ART UNION.

£5,000 First Prize, and upwards of 1,500 others in Paintings, varying in value from £1,000 down to £5 each.

THIS ART UNION allows all Prizes to be selected by Prizeholders themselves, in any part of the Kingdom. Ticket holders or their representatives will be admitted to the Drawing.

SUBSCRIPTION.—

HALF-A-GUINEA PER SHARE.

Remittances to be made to the Secretary or any of the Agents, who will also furnish every information.

RICHARD KING, *Secretary*.

OFFICES—10, Castle-street,
Holborn, London, E.C.

N.B.—Agents Wanted on liberal Terms. References required."

The question put to Mr. Waddington is, "What should you say to an advertisement announcing a prize of a picture of £5,000, and another of £1,000; with no committee men, a secretary only; and tickets to be had at half-a-guinea each? Do you consider that an evasion of the law?" "Certainly, if it was not licensed it ought to be prosecuted; and I should think the Board of Trade would bring such a case under the notice of the Attorney-General; upon the face of it, it is of a very equivocal character."—*Verb. sap.*

THE BREACH OF PARLIAMENTARY PRIVILEGE BY THE MAYOR OF HELSTON.

[From the *Daily News*].

The report of the Helston election committee stands upon the order book of the House of Commons for this day. According to past practice this is the first step towards the issue of a summons to the Mayor of Helston to appear before the Commons; it indicates that the House feels a desire to hear what he has to say in justification of his conduct at the last election, for having, in virtue of his imaginary casting vote as the returning officer, given the seat to Mr. Campbell, instead of certifying in due course that the election had resulted in a double return.

Privilege of Parliament is not now a sound of awful significance as it was formerly. The mayor may justly be comparatively indifferent, even if he be called to stand as an offender at the bar of the House. However refractory, he will not be terrified with threat of the dungeon of "Little Ease" in the Tower; however contumacious, it is not probable that he will be condemned to a penitential ride through the streets of London upon a bare-backed horse, holding its tail in his hand, and escorted by the common hangman. Such semi-Gothic punishments, though justified by ancient precedent, will not be allotted to the mayor. Yet what arose on the last occasion when the Commons held inquest on the irregular action of a returning officer—and it took place within this century—may fittingly cause him slight disquietude.

We invite him to consider the style and nature of the sentence then pronounced from the chair. "Having, in defiance of the law of this country, knowingly, wilfully, and corruptly, violated at once the freedom of election, the privileges of this House, and the just constitutions of Parliaments, you are committed to the gaol of Newgate, the common receptacle of malefactors, there to remain a prisoner—a signal proof of the power and justice of this House, an indelible disgrace upon you, and a memorable example to others." Such was the language addressed by the Speaker of the House of Commons on the last occasion when a returning officer was punished for "partial carriage" at an election. It took place in the year 1805. Sir W. Rawlins and Mr. Cox, the sheriff and returning officer for Middlesex, had undoubtedly

committed themselves to most undue support of the popular candidate, Sir F. Burdett, at the previous election for that county: they countenanced every species of irregularity in his favour; they had encouraged wholesale perjury by receiving nearly 300 votes for him, based on an absurdly fictitious claim. Lax as may be the moral dispensation under which elections are promoted, the month these gentlemen spent in Newgate and the rating they got from the Speaker, was punishment most richly deserved. The general election of 1802 was rather prolific of such cases. The Speaker Abbott had several other opportunities of airing his sonorous powers of reprimand. In the year 1804, the under-sheriff for Cornwall seduced apparently by a handsome fee, committed the converse error to that of the Mayor of Helston. Although there was no equality of votes, he converted what was most decidedly a single return for the borough of Liskeard into a double one. And by this abuse of his authority he drove the rightful representative for Liskeard to a petition to establish his otherwise unquestionable right to the seat for Liskeard. Yet in this case the under-sheriff escaped rather easily. After a three days' imprisonment, his alleged inexperience and contrition were accepted without cavil. The gentleman who the year previous had for a similar cause taken his station at the bar of the House was not so fortunate. The journal for the session of 1803 records the stern reprimand that was meted out to the Mayor of Great Grimsby. He was found guilty of the illegal rejection and admission of votes at the election in the preceeding year. The Speaker Abbott was then but a very new occupant of the chair; but there is nothing of rawness or uncertain handling in the finished style in which he dismissed the unfortunate returning officer when brought up to the bar, at the close of about a month's sojourn in the lock-up of the house. He told him that his misconduct "in so great a trust stands without excuse or palliation;" that "the ignorance he pleaded availed him nothing." And after much more of this high style of parliamentary scolding, this far off approach to mercy was made in conclusion: "Nevertheless, the House being satisfied with the disgrace and imprisonment you have undergone, and having compassion also on your poverty, discharges you, on payment of your fees."

The custody of the serjeant was the penalty awarded on these occasions; and so it was when the Commons, in the year 1769, took cognisance of Sir Wilfred Lawson's conduct as high sheriff for Cumberland at an election for that county. The exact point of his misdemeanour is not disclosed in the debate. It must, however, have been considerable; for, in spite of every effort in his behalf of the court party in the House, whose candidate he had favoured, in spite even of the intervention of the Speaker, who took upon himself to refuse to snmmon the high sheriff before the election committee, and what is yet more extraordinary, made argumentative sallies from the chair in his defence, the committal of Sir Wilfred to the serjeant was procured. This was not enough to satisfy the "men of warmth:" the penal cells of Newgate, that the sheriff should be compelled to kneel at the bar, even the renewal of imprisonment next session were threatened. The screening power of his friends, coupled with the Speaker's help, was successful in the end: the prophecy of the advocates of severity was fulfilled, the sheriff slunk away at the end of the session, "and was no more heard of." Without going further into the examination of the numerous cases of this kind contained in the journals, imprisonment in Newgate, we find, is the exception in the sentences passed on unjust returning officers. The worst that the Mayor of Helston may anticipate is a few days' detention under the serjeant's care, and immortality in the journals of the House of Commons. But even this penalty, it may be argued, is undeserved, according to the examples we have quoted: the action he took at the election has not been exactly paralleled. The mayor received no fee from either side; party bias had not led him into undue tampering with the register; he has not used his trust either to drive away or to attract improperly the voters. A misconception of the law is all that can be alleged against him. However, in the remotest range of parliamentary record, about two centuries and a-half ago, we find that exactly the same delusion which misled him was shared in by a returning officer, that he also acted upon it, and that the error was censured by the House of Commons. In the spring of the year 1623, the sixteen voters who composed the constituency for the borough of Winchilsea were collected together, and the precept for holding the election was read. The mayor and seven of his fellow-townsmen gave their voices one way, for Finch; the other eight gave their voices another way, for Temple. Upon this the question arose, whether by custom of that place the mayor, upon equality of voices, could carry the election. Apparently he decided that he could, and he returned Finch as the member for Winchilsea. This "new question" was brought before the election committee, and, judging by the short and somewhat incoherent style in which the proceedings of those days are recorded, the report was "that it did not appear that the mayor had any such privilege—rather the contrary; no example for it." He was called in to "be heard before sentence," and on his knees at the bar he confessed that "he was sorry for that he hath offended." Two days spent in custody of the sergeant, and a repetition of his humble "submission" in the borough of which he was the mayor, was the penalty awarded. For accuracy's sake we are bound to explain that the casting vote was not his sole impropriety on that occasion, for he had, by an arbitrary decision, reduced the elective body to that convenient number of sixteen by the rejection of some half-dozen voters who had a rightful claim to give their voices at the election.

Although the journals of the House of Commons may not afford an exact match to the circumstance that arose at the last election for Helston, yet the principle enforced in the precedents we have referred to remains intact. The power of the Commons to pass judgment on the mayor's conduct is unquestionable; it is involved in their absolute control over the formalities that attend elections of members of Parliament. In the discharge of their duties, returning officers act solely as the functionaries of the Lower House. It may, perhaps be felt desirable that they should be reminded that such is the case. Indulgence in such a fanciful interpretation of the law as that held by the Mayor of Helston might cause great expense to candidates, and much vexation in the borough. He acted doubtless in thorough confidence in his right; yet the casting vote with which his imagination endowed him, gave a temporary triumph to his party, the part he took squared suspiciously with his political inclinations. Yet, however honest he may have been, that elections should in future be stultified by any kindred absurdity is not desirable. Nor would it be felt that the Commons stretched their authority too far if they summoned the Mayor of Helston to stand before them at the bar of their House, and if they desired the Speaker, in the considerate yet impressive manner that is natural to him, to announce, that in returning Mr. Campbell as the representative for that borough, the mayor "had presumptuously, and at his own authority, subverted and annihilated the franchises of his fellow-subjects, and set at defiance the authority of the House of Commons."

COMMON LAW.

Right of Support of Adjoining Land.

Smith v. *Thackerah and Another*, C. P., 14 W. R. 832.

In this case the Court of Common Pleas decided a somewhat novel point of law relating to the mutual rights of support to which adjoining land owners are entitled. The case was this:—A. owned a piece of land

with a wall upon it. He had not acquired a right to the support of the wall from the adjoining land. B., the owner of the adjoining land, sunk a well near A.'s land, and after a time there was a subsidence of the ground, caused by the excavation of the well, and a portion of A.'s land sunk and brought with it a part of the wall. It was proved at the trial that there would have been a subsidence of A.'s land even if there had been no wall thereon, but that such subsidence would have been so slight that the damage caused thereby would have been inappreciable. The actual loss caused by the falling of the wall was of an appreciable amount. A verdict was found, under these circumstances, for the defendant, and leave reserved to move to enter a verdict for the plaintiff if the Court should be of opinion that the plaintiff had a cause of action against the defendant. The Court held that the plaintiff had no cause of action, and that the verdict must therefore stand. The grounds upon which the Court came to this decision seem to have been that the plaintiff was only entitled to support for his land, and not for any additional weight put thereon; that if the land had been left in its natural state the subsidence would have caused no appreciable damage; that actual damage is necessary to give a right of action of this nature, and that therefore the plaintiff had not proved that upon which his right of action depended, viz., actual damage caused by an illegal act of the defendant. Whether this decision be really in strict accordance with former decisions and with principles now long recognised, or whether it be an instance of judge made law, it is equally deserving of attention. The principle involved in the case is of considerable importance. It is clear as a general rule that where a loss is necessarily and directly caused to the plaintiff by an illegal act of the defendant, the plaintiff may recover compensation for such loss. In the case of *Smith* v. *Thackerah* it was found by the jury at the trial that the fall of the plaintiff's wall was caused by the subsidence of the plaintiff's land, which subsidence had been caused by the excavation of the defendant's well. It would seem, therefore, that in such a case as this, the plaintiff, in accordance with the ordinary rule of law relating to the measure of damages in actions like the present, ought to be entitled to recover from the defendant compensation for the loss occasioned by the fall of his wall. But the Court of Common Pleas argued that as there would have been only an inappreciable loss inflicted on the defendant if the wall had not existed, the plaintiff was not entitled to recover anything merely because he had erected a wall upon his land, for which he was not entitled to a right of support. This view of the case may perhaps be considered fairly open to objection. It is true that if there had been no wall upon the plaintiff's land he would not have been entitled to bring any action; and it was very well pointed out in the judgment of Erle, C.J., that this is not a case in which the law implies damage—not a case of *injuria sine damno*—but it is necessary to prove actual damage. The reason why the plaintiff could not have brought an action if the wall had not been injured is—not because the defendant's act was a lawful one,—but because the damage caused thereby was so small that it could not be estimated; and actual damage is the ground upon which the action rests. It cannot be said that it is lawful for one landowner to cause the land of his neighbour to give way even to the slightest extent; but it may well be said that unless such giving way causes appreciable damage, the plaintiff shall not be entitled to an action; in short, such an act on the part of the defendant must be considered an unlawful act, although not one necessarily giving a right of action. The building of the wall by the defendant was a perfectly lawful act, and the excavation of the defendant to such an extent as to cause the plaintiff's land to give way was unlawful. Of course there could be no doubt but that the fall of the wall was directly caused by the defendant's excavation. We have thus the fact that the unlawful act of the defendant caused a loss to the plaintiff, to which loss the plaintiff had not in any way contributed by any negligence or any unlawful act on his part. It would thus seem that according to all usual and ordinary rules the plaintiff, in *Smith* v. *Thackerah*, ought to have had a verdict for the loss caused by the fall of the wall. The ground of the decision in this case seems to have been, although not clearly expressed, that the act of the defendant was not unlawful because it was not actionable. But this is not correct in a case like the present. There may be cases in which an unlawful act does not give any right of action unless it causes damage. In fact, in all actions on the case damage is the ground of the action—sometimes damage is presumed by the law, sometimes it is not: in the latter class of cases, therefore, actual damage must be proved to entitle the plaintiff to bring an action; for instance, if a servant driving a waggon comes into collision with another waggon by his negligent driving, his master will be liable in an action if damage capable of being estimated has been caused by his servant's carelessness; but if no actual damage has been caused the master is not liable to an action at all, even to recover nominal damages. In the latter case the owner of the waggon driven against by the servant has no right of action at all. In both these instances we have put, the act of the servant would be equally unlawful, and might in each case be done in precisely the same manner, and yet, in consequence perhaps of the nature of the load in the waggon of the plaintiff, might produce an entirely different result. A collision with a waggon loaded with cases full of china would be more likely to cause damage than a collision with an empty one; and this difference in the result of the collision causing the damage would be occasioned entirely by the act of the plaintiff in loading his waggon with goods of a particular sort. The action in *Smith* v. *Thackerah* was an action on the case, and as such ought, it would seem, to have been subject to precisely the same rules as other actions of the same nature. A distinction has, however, been drawn by this decision between an action on the case for taking away the support of land and other actions of the same class, and it is for this reason that this case is deserving of attentive consideration.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

HOUSE OF LORDS.

June 21.

BECKWITH AND OTHERS *v.* HARVEY.—This was an appeal from a decree made by Vice-Chancellor Sir W. P. Wood on the 2nd of May, 1864; and from an order of the Lords Justices (they having differed in opinion) affirming that decree.

The suit was instituted for the purpose of recovering the amount which had become due to the respondent in respect of a certain contract of marine insurance which had been entered into between him and the Colchester and Wivenhoe Total Loss Mutual Marine Assurance Association.

The respondent was a shipowner, resident at Wivenhoe, and was the sole owner of a brig called the *Faith*. The appellant Beckwith was the secretary, and the other appellants were the committee of management, of the said Marine Assurance Association.

On the 21st day of February, 1863, the respondent insured the *Faith* in the appellants' association in the sum of £600, but at the time of effecting the insurance no written policy was issued, this being the ordinary course of business pursued by the association.

On the 21st of May, 1863, the *Faith* was totally lost off Blakeney Bar, on the coast of Norfolk, and it was admitted that no blame was imputable to the respondent or his servants. The respondent then claimed to be paid his insurance as for a total loss, but the appellants contended that, according to the 25th rule of the association, the *Faith* was uninsured at the time she was lost, and, therefore, refused to satisfy the respondent's claim.

The said rule was in these words:—"That no ships bound to the Gulf of Finland, nor to any ports in the Baltic beyond Copenhagen, shall be allowed to pass Copenhagen after the 15th day of October nor before the 10th day of March, nor sail from the United Kingdom to the White Sea, after, &c.; but if any

ship *shall be required to sail* contrary to the limitation above mentioned, such ship, in the case of loss or doing damage to any other ship, shall have a deduction of 20 per cent. made from the amount of such loss or average; and that vessels sailing on or after the 5th day of September from any port in the Baltic shall not be allowed to bring more than one height of timber, or two edges and one flat of deals, on deck, except four spars or pieces of timber fit for yards or topmasts; and ships crossing the North Sea to any port north of the Texel, the Atlantic, or Bay of Biscay, or to any port south of Brest, if the cargo consist of iron or other metal, metallic ore, slate, bricks, stone, or sulphur, shall not carry more weight than 35 per cent. above the registered tonnage, N.M., or 50 per cent. N.N.M. That ships employed in the coasting trade, and ports between the Texel and Brest, with cargoes consisting of any of the above-named articles, shall not carry more weight than they make out, upon an average, with coals; and in all cases of loss or damage while *so laden* the claim of the owner or owners shall be subject to a deduction as follows: that is to say, vessels in class A 1, 10 per cent.; in class A 2, 15 per cent.; and in class A 3, the owner or owners shall forfeit all claim whatever. But notwithstanding as aforesaid, no vessel shall be considered to be loaded with the excepted articles where the cargo does not consist of more than 10 per cent. of the burden of such vessel."

At the time when the *Faith* was lost she was bound from Sunderland for the port of Bordeaux, having on board 355 tons 2 cwt. of nut coals, and 100 tons of pig iron. The *Faith* was of 261 tons register, N.N.M., and was so entered in the books of the association, being therein registered as of class A 2.

The appellants contended that the true meaning of the 25th rule is that any vessel of whatever class crossing the Bay of Biscay, or bound for any port south of Brest, with a cargo whose total weight exceeds her registered tonnage by more than 50 per cent. N.N.M., is totally uninsured if more than 10 per cent. of such cargo consist of iron or of any of the other articles specified in the rule, and that the *Faith* was therefore uninsured at the time she was lost.

The respondent, on the other hand, contended that according to the true meaning of the rule, a vessel in class A 2 crossing the Bay of Biscay, or bound for any port south of Brest, with a cargo of iron or of any one of the other articles specified in the rule, exceeding her registered tonnage by more than 50 per cent. N.N.M., is subject to a deduction merely of 15 per cent. from the amount at which she was insured, and that, even supposing the rule to be applicable to the *Faith*, it only operated to reduce the amount from £600 to £510.

The rules of the association provided that disputes should be submitted to arbitration. This was done, but no award was made by the arbitrators; and in November, 1863, the respondent filed his bill against the appellants.

On the 2nd of May, 1864, Vice-Chancellor Wood pronounced a decree which was practically in favour of the plaintiff, and declared that he was entitled to £600 *minus* the 15 per cent., that is, to £510.

The appellants appealed from this decree to the Lords Justices, who differed in opinion, and the appeal was consequently dismissed, but without costs. From these orders the present appeal was brought.

Willcock, Q.C., and *F. Walford*, for the appellants.

Sir H. Cairns, Q.C., and *A. E. Miller*, for the respondent.

LORD CRANWORTH, C., after pointing out that the words of the rule were ill-chosen and doubtful, expressed his opinion that the first words of the rule were not intended to operate as an absolute prohibition of a ship being laden as described, but only to subject ships, whose cargo was not in compliance with the words of the rule, to a reduction of 15 per cent. from the amount at which they were insured. The words "so laden" in his opinion meant "laden in contravention of the foregoing." He therefore moved that the decree of the Court below should be affirmed, and the appeal dismissed with costs.

LORD CHELMSFORD concurred with the Lord Chancellor.

LORD WESTBURY considered that the prohibitions contained in the rule were absolute, and the cargoes therein described fixed *maxima*; and that as the *Faith* was laden greatly in excess of the *maximum* allowed for ships of her class, the benefit of the policy of insurance was forfeited. Decree affirmed with costs.

Solicitor for the appellants, *Mawe*.

Solicitors for the respondent, *Lowless, Nelson, & Goodman*.

LORD CHANCELLOR.

July 11.

RE AGRICULTURIST CATTLE ASSURANCE COMPANY. STEWART'S EXECUTORS' CASE.—*Sir H. M. Cairns, A.G.*, asked that the appeal in this case might be heard by the Lord Chancellor. The order under appeal had been heard before the Master of the Rolls (10 Sol. Jour. 752), and would therefore, in the ordinary course, come before the Lords Justices, but there had been three other exactly similar cases which had been heard before the Lords Justices—(*Lord Belhaven's case*, 13 W. R. 849); Lord Westbury (*Spackman's case*, 13 W. R. 479); and Lord Cranworth (*Stanhope's case*, 14 W. R. 266) respectively, in which the two Lords Chancellors had rather differed from the Lords Justices, and the official manager was therefore anxious that this appeal should be heard before his Lordship.

LORD CHELMSFORD, C., made the order.

LORDS JUSTICES.

July 12.

SCHOLEFIELD *v.* LOCKWOOD.—This was an application to vary the Chief Clerk's certificate as to the value of some property forming part of the subject-matter of this suit.

E. F. Smith, Q.C., and *Fitzhugh*, for the appellants.

The respondents were not called upon.

Their Lordships refused the motion with costs.

July 13.

THE NORTH-WESTERN BANK (LIMITED) *v.* DAUNT.

This was an appeal from an order made on the 5th June, 1866, by Mr. Perry, the Comissioner of Bankruptcy at Liverpool, dismissing a trader-debtor summons issued at the suit of the North-Western bank against Mr. W. H. Daunt, who carried on business at Liverpool as an iron merchant and shipowner.

On the hearing before the Commissioner five objections were taken by Mr. Daunt to the summons:—(1.) That the summons being dated the 30th May required Mr. Daunt to attend on 5th June inst. (2.) That there was no power for a limited joint-stock company to take out such a summons. (3.) That there was no allegation that the bill of exchange, the dishonour of which was the foundation of the summons, was accepted as payable at the place where it was presented. (4.) That the alleged debtor did not reside within the jurisdiction of the Liverpool Court, as, though his place of business was there, his private residence was in London. (5.) That the jurat to the affidavit in support of the summons was insufficient because it merely stated that it was sworn at Liverpool. The Commissioner rectified the summons as to 1 by striking out the word "inst.," he overruled the objections 2 and 3, but he allowed the objections 4 and 5 and dismissed the summons. The bank now appealed from this decision.

Kay (*Bacon, Q.C.*, with him) for the appellants.—The evidence shows that Mr. Daunt was living at an hotel in Liverpool. At any rate the true residence of a trader is where his place of business is situate, and section 78 of the Bankruptcy Act, 1849, requires service of the summons to be either at the residence or the place of business.

Daniel, Q.C., and *Westlake*, for Mr. Daunt, insisted on all the five objections.

Kay in reply.

KNIGHT BRUCE, L.J., said that, but for the weight to be given to the opinion of the learned Commissioner, he should have thought the objections taken to the summons frivolous. The matter to which these objections were taken could not have deceived any one not desirous to be deceived. There would be an end to all ordinary business if such objections were to have weight ascribed to them, and they certainly could not have any weight ascribed to them in a court of justice.

TURNER, L.J.—I fully agree.

The order of the Commissioner was discharged, and the matter referred back to him. The deposit to be returned.

Solicitors, *Chester & Urquhart; Elmslie, Forsyth, & Sedgwick*.

EX PARTE WOODALL. RE WOODALL.

This was an appeal from an order made by the Registrar of the Birmingham District Court of Bankruptcy.

On the 12th June, 1866, Messrs. Woodall & Warmington presented a petition for an adjudication of bankruptcy against themselves, and an adjudication was made thereon. The bankrupts did not file their three days' statement on the 15th June, as they should have done under the provisions of section 93 of the Bankruptcy Act, 1861, but the time for their doing so was extended, first to the 18th, and then to the 21st June. The statement was not then filed, and an application for a further extension of the time was made and was refused by the Registrar. On the 14th June a composition deed was

executed by the bankrupts. The requisite assent of a majority of the creditors was obtained thereto, and the deed was, in accordance with section 192 of the Act of 1861, registered on the 26th June. The first meeting of creditors under the bankruptcy took place on the 29th June. The bankrupts then produced the composition deed, and applied to the Registrar to dismiss their petition. This application was supported by a considerable number of the creditors, though it was opposed by others of them. The Registrar refused to dismiss the petition, and made an order fixing a day for the next meeting. From this order the bankrupts now appealed.

Lindley for the appellants.—The 4th rule of the General Orders of 1861, rendered it obligatory to dismiss the petition, as the statement was not filed within the extended time. At any rate the assents to the composition deed show that the majority of the creditors desire that the bankruptcy should not go on.

De Gex, Q.C., and *Swanston*, for the assignees, contended (1) that the provision in rule 4 of the General Orders could not be taken advantage of by the bankrupts, who had made the default. A man cannot take advantage of his own wrong: *Reed* v. *Farr*, 6 M. & S. 121. (2) Section 199 of the Act of 1861 is entirely confined to cases where a petition is presented between the execution and the registration of a deed, but gives no power, even to creditors, to put an end to the bankruptcy, through the medium of a deed executed after the presentation of the petition. (3) Moreover, the deed could not bind a dissentient minority of creditors, for it is unreasonable, containing no security but the covenant of uncertificated bankrupts. (4) Section 52 of the Act of 1861, which defines the powers of the Registrar, gives him no power to dismiss a petition. He had power to make the order which he did make, and he was right in so doing.

Lindley in reply.—Rule 4 of the General Orders only applies to cases where a bankrupt has made default. The argument on the other side, therefore, proves too much. If the Registrar had no power to dismiss the petition, he had no jurisdiction to treat it as subsisting.

TURNER, L.J., said that he thought this application on the part of the bankrupt could not be supported. Section 192 of the Act of 1861 had no application to a case where the bankruptcy had taken place before the deed was executed. He thought the case was equally out of the provisions of the General Order. Whether the majority of the creditors did or not wish the bankruptcy to be put an end to they must proceed in regular order. The appeal was altogether wrong, and must be dismissed with costs.

KNIGHT BRUCE, L.J., agreed.

Solicitors for the assignees, *Emmet, Watson, & Emmet.*
Solicitor for the bankrupt, *Barker.*

July 13, 14.

EX PARTE WHITTAKER. RE SEVILLE.—This case, which came before the Court some little time back (*vide* 10 Sol. Jour. 635), and was then remitted to the Commissioner for further inquiries, now came on again, the Commissioner having meanwhile made a report. The question was whether a proof against the estate of Seville, a bankrupt, was to be admitted, or whether it was only to be admitted subject to the deduction of the value of certain securities affecting some property of the bankrupt. This depended upon the question whether a loan made by some gentlemen of the name of Birley had been made *bonâ fide* by them to their solicitor a Mr. Earle, who afterwards lent it to the bankrupt; or whether the transaction was really a loan by Messrs. Birley to the bankrupt.

Daniel, Q.C., and *Swanston*, for the appellants.
Bacon, Q.C., and *E. K. Karslake*, for the respondents.
Begg for the assignees.
Daniel, Q.C., in reply.

Their Lordships thought that the proof had been properly admitted by the Commissioner without any deduction.

Solicitors, *Gregory & Co.; J. E. Fox.*

April 24, 25; July 18.

LILLEY *v.* BRUNN.—This was an appeal from an decree made by the Vice-Chancellor of the Chancery Court of Lancaster. The bill prayed a declaration that a certain partnership had been, in the events which had happened, dissolved, and that a certain agreement was void against the plaintiff, and ought to be set aside. The Vice-Chancellor made a decree in the plaintiff's favour. From this decree the defendants appealed.

Baggallay, Q.C., and *H. M. Jackson*, for the plaintiff.
Giffard, Q.C., *Little*, and *North*, for the defendants.

July 18.—TURNER, L.J., thought that the plaintiff had so long acquiesced in the transaction which he sought to set aside, that the Vice-Chancellor's decree could not be supported. The bill must be dismissed, but without costs.

KNIGHT BRUCE, L.J., acquiesced.

Solicitors, *Chester & Urquhart; Forshaw & Co.*

MASTER OF THE ROLLS.

July 14.

ATTORNEY-GENERAL *v.* BARRINGTON.—*Attorney-General—Information.*

This was an *ex officio* information at the suit of the Attorney-General. Sir Roundell Palmer, when Attorney-General, had approved of the scheme but had resigned before it was settled.

Vaughan Hawkins applied, for the Attorney-General, to know whether it was requisite that the present Attorney-General, Sir H. M. Cairns, should approve of the case.

O. Morgan for the defendant.

LORD ROMILLY, M.R.—The scheme, together with Sir R. Palmer's note, had better be laid before Sir H. Cairns, and if both the Attorneys-General approve of the scheme I will allow it.

HALES *v.* COX.—*Construction—"Issue."*

A question arose in this case as to the construction of the word "issue."

The testator, Hales, gave some property to Richard Hales and his children, and "in default of such issue" a gift over. He also gave an estate in fee, and, "in default of issue" of the donee, over. The question was as to the meaning of the word "issue" in these cases.

Southgate, Q.C., *Bird*, *Roberts*, *Willis*, and *Druce*, appeared for the various parties.

LORD ROMILLY, M.R.—I think there is no doubt about the construction. In the first place "issue" means "children," and in the second place it means "heirs." The word, if construed strictly in both cases, would be without meaning.

July 16.

SIMS *v.* ANGELL. BULLOCK *v.* ANGELL.

Bill for injunction against interference with plaintiff's light and air. The question was whether plaintiff was entitled to have the buildings complained of pulled down, or whether his sole remedy was in damages.

Selwyn, Q.C., and *Nalder*, for the plaintiff, cited: *Durell* v. *Pritchard*, 13 W. R. 981; to show that where damage was excessive the Lords Justices had decided that the offending buildings ought to be pulled down. They admitted that the defendant's building was completed before the bill was filed, but showed that the plaintiff had, previously to such completion, given notice of his intention to proceed in chancery against the defendant. They also cited *Dent* v. *Auction Mart Company*, 14 W. R. 709, 2 L. R. Eq. 238; *Yates* v. *Jack*, 14 W. R. 618, 1 L. R. Ap. 295.

His Lordship, before calling on *Baggallay, Q.C.*, and *Cracknall*, who were for the defendant, said that the doctrine laid down in *Durell* v. *Pritchard* made these cases more difficult than ever. His opinion was always that where the plaintiff did not file his bill before the building was complete this constituted acquiescence, and damages was the only remedy; but the Lords Justices seemed to hold that where the damage was excessive the doctrine of acquiescence ought not to be applied. This introduced the difficulty as to what was excessive injury, and he could not undertake to decide that question. He hoped the parties would come to some agreement, the difficulty being so great.

A decree was taken by consent to ascertain the damage in chambers, the question of costs to be afterwards decided by the Court.

July 6, 17.

STRICKLAND v. CHOLMELEY.

Gift by Implication—Erroneous—Will—Construction—Recital.

The question in this suit was as to the plaintiff's right to certain legacies under the will of Sir George Strickland.

The will gave specific real estates to three named younger children for their lives, and there was a gift over to the eldest son on the death of "the younger sons." The will contained the following clause:—"In case the estates come into the possession of my son William or his issue male by the death of all my younger sons, I give to each of the children of my younger sons £1,000, to be paid out of my estates which I give to my younger sons for their lives."

The defendants contended that none but the three named children were meant to be included in the expression "younger sons," and that the children of a younger son born after the date of the will could not take a legacy any more than an after-born younger son could take part of the real estate.

The codicil contained the following recital and gift:—"And whereas I have by my said will devised specific estates to my younger sons G., C., and W. respectively for their respective lives, with power to jointure, &c., and otherwise charged as therein mentioned, and upon the decease of any one of my said three last-mentioned younger sons, I have devised the estates left to him so first dying unto one or other of the survivors. Now I do hereby revoke the last-mentioned disposition; and *after the decease of my said son H. T. Eustatius*, I devise the last-mentioned estates, *charged and chargeable as aforesaid*, unto such person or persons, and in such manner, and for such estate, and subject to such powers, charges, and out-payments, and with such remainders and reversion, as I have by my said will declared concerning the same after the decease of my younger son so dying."

The testator died in 1808.

At the date of the will William, the eldest son, and three younger sons (Charles, George, and Walter), were alive.

Eustatius, the father of the present plaintiff, was born after the date of the will, but before the date of the codicil, and died in 1865, leaving children, some of whom were represented by the plaintiff.

The plaintiff's contention was that the codicil republished the will, and showed the testator's meaning to be that the class of "younger children" should include Eustatius, and that the words "*charged as aforesaid*" implied that the estates were charged with legacies to his children.

The bill prayed for a declaration that the estates devised by the will and codicil of the testator were charged with legacies of £1,000 in favour of each of the children of the said Eustatius, and that such legacies might be raised by sale or mortgage of the estates.

Sir R. Palmer, Q.C., Nalder, and *Mackeson*, for the plaintiff.—When testator uses expressions in a will which shows that he imagines himself to have made some disposition, which in fact he has not made, yet his intention will be carried into effect, and his erroneous recital that he has given a legacy will operate as a gift by implication. The limits of this rule are to be found in *Byvin* v. *Walker*, 2 Amb. 661; *Adams* v. *Adams*, 1 Hare, 537; *Re Smith*, 2 J. & H. 598; *Re Arnold's estate*, 33 Beav. 163; and where the intention of the testator has been shown in a manner satisfactory to the mind of the Court, the intention has been carried out even so as to transgress the limit to the rule laid down by these cases: *Milner* v. *Milner*, 1 Ves. sen. 107; *Jordan* v. *Fortescue*, 10 Beav. 259; *Ousely* v. *Anstruther*, 10 Beav. 459; *Doe* v. *Strickland*, 8 C. B. 724.

Jessel, Q.C., and *Wickens*, for the defendant.—The gift in the will of the legacies was to the children of testator's "younger sons," *i.e.*, the younger sons at the date of the will, and Eustatius, through whom the plaintiff claims, was not born at the date of the testator's will, therefore the will gave nothing to the plaintiff. As to recitals making a disposition, the rule is that where there is an actual gift an inaccurate recital referring to the gift will not control or alter the gift: 1 Jarm. 3rd ed. 495.

July 17.—His Lordship went through the different clauses of the will, and decided that the words "each of the children of my younger sons," included the children of sons born after the date of the will. He did not think the codicil threw much light on the question, but, so far as it went, it was in favour of this decision.

Solicitors, *Tuke & Valpy; Johnson & Wetheralls.*

July 17.

ATTORNEY-GENERAL v. TEMPEST.—This was a suit for the purpose of settling a scheme for a charity.

The Court directed an inquiry what property was held by the charity, and what would be the most advantageous mode of managing and disposing of the same.

Baggallay, Q.C., Vaughan Hawkins, Jones Bateman, and *Deverell*, appeared in the case.

July 18.

WILDING v. LANDER.—The plaintiff was devisee for life under the will of W. Wilding of certain houses which were subject to a mortgage of £200, and the defendant was trustee of the will.

In April, 1865, the plaintiff's solicitor wrote to the defendant's solicitor requiring payment of the mortgage-debt, but the defendant paid simple contract-debts in priority thereto. The said mortgage was the only specialty-debt of the testator unpaid at the time of his death, and the plaintiff filed this bill charging that none of the simple contract-debts ought to have been paid before the mortgage. The bill prayed for a declaration that this payment of simple contract-debts was a wilful misapplication of the testator's assets, and that the defendant might be decreed to redeem the mortgage, and might pay the costs of the suit.

A. E. Miller for the plaintiff.

Badnall for the defendant.

His Lordship said he could not make a trustee, who, in the *bonâ fide* exercise of his judgment, had paid off a debt which did not bear interest in priority to a debt which did bear interest, pay the costs; and as there might be a difficulty as to costs unless the residuary legatees were before the Court, he directed that the suit should stand over till Michaelmas Term.

Solicitors, *Duncan & Murton; W. C. Smith.*

VICE-CHANCELLOR KINDERSLEY.

July 5.

RE THE GENERAL EXCHANGE BANK.

Glasse, Q.C., and *Cottrell* asked in this matter for the appointment of a provisional liquidator, it being a matter of some urgency. The manager of the bank had made an affidavit showing that it was absolutely necessary that some person should be immediately appointed to receive the assets. Foreign securities were coming in *de die in diem*. Mr. James Cooper, of the firm of Cooper, Wintle, & Evans, was proposed, and there was an affidavit of his fitness.

KINDERSLEY, V.C., said he would make the appointment at once, but Mr. Cooper must undertake to pay the money into the bank under the General Order.

The undertaking was given.

PRIDE v. JONES.

Freeman asked for three weeks further time to proceed with the suit. The last step taken by the plaintiff in the suit was an amendment of the bill in July, 1865, and on 2nd May, 1866, notice of motion was given to dismiss the bill for want of prosecution, and an order was made limiting the time to 2nd June, for the defendant to give notice in the usual way to set down the cause, file replication, &c., or that the bill stand dismissed without further order. The solicitor in the country had been and still was ill, and his agent was not aware of the fact that the defendant was a lunatic, time was now therefore asked until the 12th July.

Cecil Russell, for the defendant, said that the fact of the lunacy appeared on the amendment, and must have been known to the solicitor.

Freeman in reply.

KINDERSLEY, V.C., made the order asked on the terms of payment of the costs of the suit up to the date of this order.

July 6, 7.

RE CHAMBERLAIN'S TRUSTS.

Lands Clauses Act, s. 74—Rights of tenant for life and remainderman in respect of purchase-money of leasehold —Re Money's Trusts, 2 *Dr. & Sm.* 94, 10 W. R. 399, *disapproved of.*

This was a petition for the vesting of the purchase-money of a leasehold interest in land taken by the Midland Railway Company. The parties entitled were a tenant for life and remainderman, and twenty-three years of the lease were yet unexpired.

Browne, for the tenant for life, asked that, following the order in *Re Money's Trusts* (*ubi supra*), the interest of the fund, when invested, might be paid to the tenant for life during his life, and that one twenty-third of the fund might be sold out every year, and the proceeds paid to the tenant for life; and that, on the death of the tenant for life, the sum remaining in court might be handed over to the remainderman: *Re Edmond's Trust*, 14 W. R. 507.

Dauney, for the remainderman, submitted that such an order would unduly favour the tenant for life. The respective receipts of the tenant for life and remainderman should be strictly in proportion to the number of years of the lease which each would have enjoyed. The plan proposed would give each his proper proportion of the principal in court, but would give the tenant for life too much interest. The two cases upon which his Honour had decided in *Re Money's Trusts* (*ubi supra*), were on a different point; and in *Re Edmond's Trust* (*ubi supra*) there was nothing to show that the present point was raised, or that there was not an arrangement by consent. He referred to section 74 of the Act.

KINDERSLEY, V.C., said the proposed order would undoubtedly favour the tenant for life unduly; he certainly could not now see how the two cases, which he appeared to have followed in *Re Money's Trusts*, bore upon the question in that case. The better way would be to refer it to an actuary, to determine what sums might fairly be sold out at the end of each year for the tenant for life.

Reference to chambers for that purpose.

Solicitors, *Bodman*; *F. & D. Smith.*

April 21, 23, 24, 25, May 1, 2, 3, 4, 5, July 7.

CHURTON *v.* FREWEN.

The question raised in this case was as to the right to a part of the chancel, in the south-east corner, of Icklesham Church, Sussex. The bill was filed by the Rev. H. B. W. Churton, the vicar of Icklesham, near Hastings, James Smith, one of the churchwardens, the Bishop of Chichester, and two of the school children by the bishop as their next friend, and by the bishop in his own person, on behalf of themselves and the other inhabitants, for quieting the possession to the southern part of the chancel of the church, the absolute right to which was claimed by the defendants, Mr. and Mrs. Frewen, Mrs. Frewen being the lady of the manor and claiming the right to the chancel as appendant or appurtenant to the manor. The bill prayed declarations that the parishoners were entitled to enjoy the southern portion of the chancel, subject to the rights of the rector and vicar; and that it was not appendant to the manor; and asked for an injunction to restrain the defendants from asserting their rights to it, and from putting up a partition which was threatened; and asked for damages and costs. The Ecclesiastical Commissioners as rectors and owners of the soil, and Wastel Briscoe the reversioner of the manor, were also defendants.

The case arose in this way:—The defendants Mr. and Mrs. Frewen, claiming a right to the chancel as above, attempted to exclude from the southern chancel certain persons who had been in the habit of sitting there, and served a printed notice upon every one who entered the church to the effect that they were not to trespass upon the manor chancel, as it was the exclusive property of the lord and lady of the manor, and that all persons entering the said chancel without permission were liable to be proceeded against as wilful trespassers. The notice also stated that a verdict had been obtained against the vicar in the Rye County Court in 1863. One of these notices was served upon the churchwarden by putting it into the offertory plate, and this caused a great sensation, and was characterised as a sacreligious act. Subsequently to this notice, the plaintiffs, the churchwarden and school children, having entered the chancel, two actions were brought against James Smith in the County Court, and removed by *certiorari* into the Queen's Bench, where they were still pending. Several attempts had been made to arrange the matter, the defendants offering to withdraw opposition if the vicar and churchwardens would grant a lease for three years, but this they refused to do, although more than once a document recognising the defendants' right had been signed by the vicar and vestry. On the 30th of April, 1864, four of Mr. Frewen's servants presented a written demand to the clerk for the key of the church, signed by Mr. and Mrs. Frewen, and on his refusal to give it up, proceeded to break open the chancel door, and remove from it all the seats, &c., which had theretofore stood there, and place them in the body of the church. The defendants also threatened to partition off the part of the south chancel which they claimed.

The plaintiff's case rested upon his title as vicar to the chancel as well as the rest of the church, subject only to the rights of the rector, represented by the Ecclesiastical Commssioners, who were owners of the freehold. He contended that the defendants were under an obligation to repair, but with no right annexed to it; and that they had no title from residence, being non-resident; nor yet in respect of the manor, the "New Place," as it was called, not being the manor house. The bill also alleged that the County Court had no jurisdiction. On the other hand, the defendants claimed the absolute right to the southern chancel (there being three, or rather the chancel being divided into three parts) as the manor chancel, appendant to the manor, and alleged repairs from time immemorial as evidence of such property. They also relied upon the verdict of the County Court, and claimed the chancel as a private chapel which had been enjoyed by them and their predecessors from a period before the Reformation down to the present time.

In support of this view four propositions were put forward, first, that it was a private chapel, and never was an integral or component part of the church; secondly, that the lords of the manor of Icklesham had from time immemorial repaired that chancel; thirdly, that they had immemorially enjoyed its use and occupation; and, fourthly, that the exclusive use and occupation of a private chapel annexed to a church, coupled with its reparation from time immemorial, was not inconsistent with the law ecclesiastical.

The plaintiffs alleged that in point of law no private individual could set up a right to the exclusive "freehold within the fabric" of a church, and that if any action were brought to try the right it must be an action of trespass, if an action were brought as to the right of burial, sittings, &c., it would be an action on the case, although, no doubt, for interference with a banner or pew, an action of trespass would lie, because it was the property of the individual. They maintained that such a claim must either be by faculty or prescription, and that neither was here proved. If there were such an easement it must be in respect of some house, but none such here existed within the parish; where there was a right to a pew it was always in respect of a house within the parish, but the right could not follow the person, and ceased, so far as he was concerned, when he ceased to reside.

The defendants argued that the chancel was no part of the church; that repairs had been done from time immemorial by the lords of the manor, and the mural tablets

and remains of monuments showed its private nature, as also did the screen which had existed, parting it from the rest of the chancel. A good deal of argument also rested on the question of jurisdiction.

A very large mass of evidence was adduced by affidavits and documents. This was architectural as well as documentary, and Mr. Bloxam and Mr. Scott, the well-known architectural authorities, and Mr. Hewlett, the celebrated decipherer of ancient documents, had made affidavits, the two former giving it as their opinion that the south chancel was a separate private chapel, and the latter's evidence relating to the question of the different lords of the manor. There was also evidence as to use and repairs.

Glasse, Q.C., and *Wintle*, appeared for the plaintiffs.

Lindley, for the Ecclesiastical Commissioners, supported the plaintiffs' case.

Decimus Sturges for Wastel Briscoe.

Dr. Stephens, Q.C., *Charles Hall*, and *Traill*, for Mr. and Mrs. Frewen.

Glasse, Q.C., in reply.

Authorities cited for the plaintiff:—*Bryon* v. *Whistler*, 8 B. & C. 288; *Clifford* v. *Wicks*, 1 B. & Ald. 498; Co. Litt. 121b 122a; 3rd Instit. 202; *Corven* v. *Pym*, 1 Rep. 105; Co. Litt. 18b; *Stocks* v. *Booth*, 1 T. R. 428; *Spooner* v. *Brewster*, 3 Bing. 136; *Mainwaring* v. *Giles*, 5 B. & Al. 356; *Griffin* v. *Dighton*, 5 B. & Cr. 93, 113, 114; *Darney* v. *Dee*, Cro. Jac. 605, Bridgman, 4; *Harvey's case*, Co. Entr. 8; Com. Dig. tit. Eglise, D. W. G. 1; Chancery, Steph. ed. 1, 331; 1 Ed. 6, c. 14; 31 Hen. 8, c. 4; Hook's Church Dictionary, 149; Lit. Archit. of Church—Chancel—Chapel; Book of Common Prayer, p. 1716, Note to Burial Service; 2 Grove's Rep. 139; Gale on Easements, 3rd ed. 536, by Justice Willes, note B; *Buxton* v. *Bateman*, 1 Sid. 88, 201; *Lousley* v. *Hayward*, 1 Y. & J. 588; *Swetnam* v. *Archer*, 8 Mod. 338; *Fuller* v. *Lane*, 2 Add. 433; Godolphin's Report, 136, 150; Parson's Law, Hughes, 301; Watson's Clergy Law,, 388; *May* v. *Gilbert*, 2 Buls. 150; *Davis* v. *Wilts Forest*, W. 14; Burns' Eccl. Law, 179; Hughes' Parson's Law, 307; Nelson's Rights of the Clergy, 3rd ed. 162; Highmore on Mortmain, 33; Collins' Ecclesiastical History, 227; Digg. on Chancels (par.) 213; 1 Steph. Laws of Clergy, 249, 250, 251; Bloxam's Gothic Archit. 422, 436; *ibid* Monumental Archit. 178; *Baker* v. *Child*, 2 Vern. 226; 25 & 26 Vict. c. 42, s. 4; *Clement* v. *Bowes*, 1 W. R. 442, 1 Drew. 684; *Burt* v. *British Nation Life Assurance Association*, 7 W. R. 517, 4 De G. & J. 158; *Curlewis* v. *Carter*, 12 W. R. 97; *Female Orphan Asylum* v. *Tritton*, M. R. 1863–4; *Bacon* v. *Jones*, 4 M. & Cr. 433, 436; *Griffin* v. *Dighton*, 12 W. R. 441, 5 B. & Sm. 105; *Walter* v. *Gunner*, 1 Hagg. Consist. Rep. 321; *Corven's case*, 12 Rep. p. 105, old ed., 34 new ed; Lyndwood's *Provinciale*, Oxf. 1679, pp. 90, 113; *Campbell* v. *Wilson*, 3 East, 294; *Buxton* v. *Bateman*, 1 Sid. 88, 1 Keble, 370; Stephens' Laws of Clergy, 275, 277; *Turner* v. *Hanwell*, 1 Notes of Eccl. Ca. 368; Gale on Easements, 3rd ed. 539; *Waring* v. *Griffiths*, 1 Barr. 440; *Wicks' case*, 3 Rep. 23a; Roger's Eccl. Law, 147; 2 Black. 23; *Rennell* v. *Bishop of Lincoln*, 7 B. & Cr. 113, 157; Common Prayer Book, 337; Godolphin, 149; *Dawtrie* v. *Dee*, Palmer, 46; 2 Rolle 139; Digges' Counsellor, 387; Coote's Eccl. Prac. 46.

For the defendants—Johnson's Curia, 2nd vol. (from the library of Anglo-Catholic Theology,) Oxford ed. 1851, 322, 5th constitution, 501; 2 Burn's Eccl. Law, 521, tit. Monastery; Hook's Church Dict, tit. Pews; Johnson's Vade Mecum. 19, 269; Kennet's Parochial Antiq. 596; 2 Inst. 489; 1 Burn's Eccl. Law, 356; Hook's Church Dict, 22; 23 Eliz.; Ferrard on Fixtures, 2nd ed. 204; *Good* v. *Blewit*, 13 Ves. 399; *Herbert* v. *Dean and Chaplain of Westminster*, 1 P. W. 773; Lord Redesdale, p. 146, 7 ed. 1827; Lord Stowell's Com. 148, 149; *Lloyd* v. *Jones*, 6 C. B. 81; *Young* v. *Fernie*, 12 W. R. 901; *Egmont* v. *Darell*, 1 H. & M. 563; *Mayor of York* v. *Pilkington*, 1 Atk. 282; *Ewelme Hospital* v. *Andover*, 1 Vern. 265; *Weale* v. *West Middlesex Water-works*, 1 Jac. & W. 358; *Callow* v. *Howle*, 1 De G. & Sm. 351; *Clive* v. *Carew*, 7 W. R. 433, 1 J. & H. 199; *Poore* v. *Clark*, 2 Atk. 515; 37 Hen. 8; 25 & 26 Vict. c. 42; Bloxam's Prin. of Eccl. and Gothic Archit. 178.

July 7.—KINDERSLEY, V.C., after stating the facts and questions at very great length, referred to the frame of the suit, which he considered peculiar, and said it appeared to him clear, on the evidence of Mr. Bloxam and Mr. Scott, that the spot in question was a chapel, as appeared by a Norman arch originally leading into it out of the church and the existence of a *piscina* and *sedile* and there must, therefore, have been an altar; although the evidence on this point was immaterial, because it referred to the south side only. This evidence was strongly supported by the fact that *res ipsa loquitur*. Next, was it a private or public chapel? That it was public was contrary to all probability, with respect to a small country church, although it might be as annexed to a cathedral, as in the case of Henry VII.'s Chapel. Then, whose chapel was it? There was strong moral evidence to show that it belonged to the lords of the manor of Icklesham, and upon this there was valuable documentary evidence procured by Mr. Hewlett, so eminent in this branch of knowledge. In old times lords of manors were the founders of churches, and often erected chapels appended to the church, by leave of the Pope, the Crown, or of the ordinary, themselves being such at that time. His Honour then referred to the different kinds of ancient documentary evidence, which he considered showed that the lords of the manor of Icklesham were the founders of this church, and were the patrons in Henry III.'s time. His Honour then referred to the question of repairs and the evidence of it, more particularly in connection with the Finch family; one Henry Finch, by his will, directing his body to be buried in the chapel, and clearly treating it as if he had a right to do so, and connected it with the chapel, which he called St. Nicholas, that being the present name of this church. It also appeared that there was a chancel which was treated as that of the Dowager Countess of Winchelsea, who was tenant for life of the manor, and it was clear that this applied to the south chancel. There was so far a *primâ facie* title to this chapel—for chapel it was in old times. whether it was so now was another question. The question who had done the repairs was a most important one, and on the bill and answer his Honour thought there was scarcely an issue, for the bill alleged the actual obligation to repair, and in the denial there was no denial of that allegation. Then, as to the user, the *piscina* and *sedile*, as evidences of the altar, indicated usually the user for requiems, mortuaries, and other private services common in the Roman Catholic Church. Then there was the only monument extant of Mr. Nisbett, and a hatchment of Mrs. Frewen's late husband, Mr. Briscoe; user by the congregation was no evidence, because it appeared that that was only from 1848 to 1853, and that because the church was being repaired. The same observation applied to the seats, Sunday school, and parish chest. As to the evidence of reputation, it was always called the manor chancel, even by the vicar, and on the proposition by the defendants that a rent should be paid, counsel's opinion was taken, and more than once the right was acknowledged by the vicar and vestry in writing. It was a thousand pities that that was not carried out, but ill-blood arose, and the breaking the door was as illegal as it was indecent. Then came the printed letter, which was to be regretted, and the putting the notice in the plate, which was quite unauthorised by Mr. or Mrs. Frewen. It was also said that there was no evidence of endowment, and, therefore, there was a forfeiture, because it could not be consecrated unless endowed, but that could not be assumed; but it might be assumed that there was a reservation of the right of the lord to the chapel. It was then said that the defendants admitted the title to be in the rector. No doubt they did, but stated that it did not confer the right; and even if the rector had the freehold, that did

not take away the probability of prescription. On the authorities a man had a right to a pew because it had always been repaired by him and his ancestors, and that was shown by a case in Burrowes as to a chapel adjoining the church. His Honour then referred to various authorities which he thought showed the right to be in the lord of the manor. As to the manor house, if it was necessary that the right should be attached to the house, there was the house called the "New Place," in which manor courts had been held, but it was not necessary, and, therefore, the right of the Lord of the manor had been established to the exclusive use of this chapel, and the bill must be dismissed with costs. The Ecclesiastical Commissioners, however, had so much taken the part of the plaintiffs, that they could not be allowed their costs.

Solicitors, *Senior & Attree; White, Borrett, & White; Young, Jones, Watlings, & Roberts; S. T. Langham.*

July 11.

BUSH *v.* PETERSON.

The question in this case was whether considerable property, which had come to the widow of Thomas Paxton Peterson after his death, was liable to the operation of a bond and covenant entered into by him at the time of his marriage. The property in question was the subject of a bond for £4,000, given by Mrs. Peterson's father, an appointment made by her mother as to property coming to her from her father, a bond for £9,000 given by Thomas Paxton Peterson, and a covenant in his marriage settlement. There was also a letter which passed between the respective solicitors expressive of the intention of the parties, that Thomas Paxton Peterson should settle double the amount of any property coming to his wife; but neither in the letter nor the bond was it expressed that it should be "during the coverture," whereas the covenant in the settlement was in the usual form for settling after-acquired property, namely, "which shall devolve upon, come to, &c., during the said coverture." Nothing came to Mrs. Peterson during the coverture, and Thomas Paxton Peterson having died insolvent, and property to a considerable amount having come to his widow after his death, from her father's bond and her mother's appointment, the question was whether this estate was bound by the covenant, and whether such property was within the scope of the settlement.

Baily, Q.C., Glasse, Q.C., Osborne, Q.C., Beales, F. Turner, Fooks, Everitt, C., Barber, and *C. Locock Webb,* for the parties contending that this property was not subject to the covenant.

Fry, for Mrs. Peterson, argued that the whole must be taken together, and therefore the property was a subject of the covenant and bond.

KINDERSLEY, V.C., without hearing a reply, said that the instruments must be taken together, but it would be monstrous to hold that they applied to anything else than that particular marriage. The contention of Mrs. Peterson must fail.

Solicitors, *Walter & Moojen; Meredith, Lucas, & Co.; Mead & Daubney; Matthews & Greetham.*

July 14.

CORY *v.* JACOBSON.

Practice—Service out of the jurisdiction—10 C. O. r. 7—Cookney v. Anderson, 11 W. R. 628, not followed.

Roxburgh applied for leave to serve the bill in this case upon a defendant resident at Madrid. The defendant in question was the drawer of a bill of exchange, and the proceeds, part of the subject-matter of the suit, were lodged in a bank in this country. He submitted that Lord Westbury's decisions in *Cookney* v. *Anderson*, 11 W. R. 628, 1 D. J. S. 365, and *Foley* v. *Maillardet*, 1 D. G. S. 389, had not been followed by Vice-Chancellor Wood, in *Steele* v. *Stuart*, 12 W. R. 247; nor by Vice-Chancellor Stuart, in *Drummond* v. *Drummond*, 14 W. R. 329; and that *Cookney* v. *Anderson* (*ubi sup.*), was no longer to be regarded as a binding authority.

KINDERSLEY, V.C., said that as the other Vice-Chancellors had not followed Lord Westbury's decision, he should not consider himself bound to do so. His Honour accordingly granted the application.

Solicitors, *Parson & Woollacott.*

July 14, 16.

MATHER *v.* THE DUCHESS OF NORFOLK AND OTHERS.

This was a suit by the lessee of a house, No. 29, Arundel-street, Strand, forming part of the Arundel estate, under a lease granted by the guardians of the infant Duke of Norfolk, to restrain the defendants from rebuilding, to a greater height than before, two houses opposite to No. 29, Arundel-street, and also forming part of the Arundel estate. The lease under which the plaintiff held contained a covenant by her, that as often as any dispute should arise between the plaintiff or her representatives, and any other tenant of the estate, respecting any light or thing about the premises, the plaintiff, or her representatives, would abide by the determination of the guardians, or of the Duke, or his assigns, or their or his agents. No. 29, Arundel-street, was used by the plaintiff as a private hotel. The case now came on motion for an interlocutory injunction.

Baily, Q.C., and *Osborne Morgan,* for the plaintiff, cited *Davis* v. *Marshall*, 1 Dr. & Sm. 557; *Hertz* v. *Union Bank of London*, 2 Giff. 686; *Stokes* v. *The City Offices Company*, 13 W. R. 537, 11 J. & S. 560.

Glasse, Q.C., W. M. James, Q.C., Wickens, and *Bagshawe,* for the defendants, submitted that, until the matter had been submitted to the arbitration mentioned in the covenant in the lease, the plaintiff had no right to sue: *Scott* v. *Corporation of Liverpool*, 3 De G. & J. 334; *Scott* v. *Avery*, 5 H. L. Cas. 811; *Pickering* v. *The Cape Town Railway Company*, 1 L. R. Eq. 84. They also disputed the amount of obstruction.

KINDERSLEY, V.C., said the question was—Ought the building to be kept in *statu quo* till the hearing? There were two points to be determined in this cause. First, the effect of the covenant in the lease, which was really a question for the hearing; and, secondly, whether the proposed buildings would materially obstruct the access of the light to the plaintiff's lower windows. There had been errors in the evidence on both sides, but he thought, on the evidence before him at this stage of the cause, the plaintiff's contention preponderated over the defendants' sufficiently to entitle her to *interim* protection. There would, therefore, be an order for an injunction.

Solicitor for the plaintiff, *Jeanneret.*

Solicitors for the defendants, *Few & Co.*

SMITH *v.* PARKIN.—The questions in this case arose on the construction of the will of John Wordsworth, dated 10th of April, 1818, whereby, after making certain specific bequests, he gave, devised, and bequeathed to Hugh Parkin, James Parkin, and Thomas Brougham all his real estate, upon trusts after-mentioned; and also all the rest, residue, and remainder of his personal estate and effects not thereinbefore given, upon trust to sell the real estate (except such parts as were settled on his wife), with her consent, and to convert the personalty and pay debts, funeral, and testamentary expenses, and legacies specified. And he directed his trustees to lay out the proceeds in the funds, with power to vary securities, and out of the income to pay certain annuities, and pay the residue of the income to his wife for life, and after her decease to sell the messuage and house, &c., settled on her for life, and his other messuage, lands, and hereditaments in case they remain undisposed of, and to invest the proceeds upon trust for all and every his child and children by his said wife which should be living at the time of his decease or born in due time after, equally on their severally attaining twenty-one. But in case there should be no child of himself and his wife living at his decease, or born in due time after, then to divide the whole of the stocks, &c., in six equal parts and pay the interest of one-sixth to each of his brothers and sisters (naming them), to be paid to them respectively when and as the same should be received, and to continue payable to each during his or her life, and upon the decease of each and every his said brothers and sisters, to divide his, her, and their several and respective share and shares equally among all his nephews and nieces, to be paid to them on their severally attaining twenty-one years, with interest in the meantime until the same should become payable. Provided always and his will was that in case any of his said nephews and nieces

should die without leaving issue before he or she should become entitled to receive his or her share as aforesaid, then the share or shares of him, her, or them so dying as aforesaid should from time to time go and accrue and belong to and vest in the children of such of them as should so die "leaving" issue; and he appointed his trustees executors.

The testator died in October, 1819, never having had a child, and leaving his widow surviving, and eight brothers and sisters, three of whom only had issue, some born after and some before the widow, some of whom attained twenty-one, and some died under that age.

In June, 1820, a suit was instituted to administer the estate, answers put in, and a decree and Master's report made. The widow lived till 1863, having survived all the testator's brothers and sisters, and various deaths and changes by marriage, birth of children, and otherwise, having taken place, a suit of *Wordsworth* v. *Parker* was instituted, which was now revived by this suit, which also sought further administration; the question turning chiefly on the last clause in the will, as to what was the period of distribution, the attaining of twenty-one or the death of the widow.

Baily, Q.C., and *Charles Browne*, for the plaintiffs.

Higgins (*Hardy* with him) for parties in the same interest.

W. Karslake for defendants, Mr. Deane's nephews and nieces.

Glasse, Q.C., for defendants, Mr. Ritson's nephews and nieces.

E. F. Smith, Q.C., and *Daly*, for assignees of shares of the testator's nephew and niece, C. F. Wordsworth and Mrs. Haviland.

W. M. James, Q.C., and *Eddis*, for Mrs. Jackson and the representative of A. Brown's nieces.

Toller, Q.C., for other parties.

Osborne, Q.C., *Martelli*, and *John Pearson*, for the children of Mrs. Wood's nephews and nieces.

Langworthy for several nephews and nieces.

Chapman for the personal representative of Richard Wordsworth Smith, a nephew.

Cases cited—*Halifax* v. *Wilson*, 16 Ves. 138; *Jones* v. *Jones*, 13 Sim. 561; *Hayward* v. *James*, 28 Beav. 523; *Walker* v. *Main*, 1 Jac. & Walk. 1; *Massey* v. *Lloyd*, 10 H. of L. Cas. 248; 11 W. R. 484, *White* v. *Gold*, 3 M. & K. 316.

KINDERSLEY, V.C.—There is in this, as in most wills, a little ambiguity; but the intention was to provide for three generations—brothers and sisters, nephews and nieces, and their children. It so happened that the widow survived all the brothers and sisters; but, if she had not, it might have been a question whether, on the death of a brother and sister, he meant the children only of that particular one to take, or all the children collectively; had it arisen, I think he meant the latter. He meant the nephews and nieces to take absolute vested interests as tenants in common, although the payment was not to take place till they attained twenty-one. Then comes a divesting clause, and on this the main question arises. He meant that they should be entitled as aforesaid to receive the shares at twenty-one, with interest in the meantime; that is, interest till twenty-one to be paid at twenty-one. When he is talking of the shares becoming payable, and the parties becoming entitled to receive, he refers to the capacity of the individual, and not to the shares becoming receivable by the death of the tenant for life. No doubt, in another will, the same words might refer to a different period, but in this that appears to me to be the meaning. And supposing any died under twenty-one, then the gift over was to all, not to a limited class, as joint tenants, there being no words of severance—confined, of course, to those *in esse* before the period of distribution.

Solicitors, *Gray, Johnston, & Co.; Hardisty & Rhodes; Davies, Son, Campbell, & Reeve; Sharpe & Co.*

VICE-CHANCELLOR STUART.

July 10.

STEWARD *v.* JONES.—This case occupied the Court several days. By an agreement dated 9th April, 1849, the late Miss Isabella Fletcher agreed to demise certain mines in the county of Cumberland to Anthony Hill, for twenty-one years from the 25th March, 1846. The lease was to be framed with respect to certain provisions on the model of leases of ore granted by the late Earl of Egremont, or by Major-General Windham, so far as the same might be applicable to the premises comprised in the agreement. Miss Fletcher died in 1855, and was represented by the present plaintiffs and two defendants John Scott and John Postlewaite. By an indenture dated 19th April, 1859, made between Anthony Hill and John Postlewaite, therein stated to be acting on his own behalf and on the behalf of all the devisees under the will of Miss Fletcher, it was witnessed, *inter alia*, that nothing in the agreement should be construed to restrain Hill from underleasing the mines and premises therein comprised.

The deed further recited that the leases referred to in the agreement of 1849 did not contain any restraint on sub-letting or assigning.

Hill subsequently underlet two portions of the mines, and died in 1862. The plaintiff denied Hill's right to underlet, on the ground that the recognition of such a right by the indenture of 1859 was obtained by fraudulent concealment on the part of Hill, and they sought against Hill's executors a specific performance of the agreement of 1846. They further sought to recover from Hill's estate the difference between the royalty received from the under-lessees of Hill and that paid by him to the superior landlords.

Bacon, Q.C., *Malins, Q.C.*, and *Rendall*, for the plaintiff.

Osborne, Q.C., for Scott and Postlewaite.

Sir Roundell Palmer, Q.C., *Greene, Q.C.*, and *Freeling*, for executors of Hill, were not called on.

STUART, V.C., said the evidence as to any misrepresentation by Hill to Postlewaite entirely failed, and that even had this been otherwise there was nothing to show that any such misrepresentation had caused the transaction impeached. There would be a decree for specific performance of the agreement for a lease, and the bill must be dismissed with costs as to the plaintiff's claim to have the benefit of the under-lease made by Hill.

Solicitors, *Gray, Johnston, & Mounsey; Uptons, Johnson, & Upton.*

July 11.

MOORE, MCQUEEN, & CO. (LIMITED) *v.* DICKS.—This was a suit to restrain the defendant, the publisher of a periodical called *Bow Bells*, from continuing to issue with the said periodical certain prints, the copyright of which was in the plaintiff.

The question before the Court turned wholly on the construction of an undertaking previously given by the defendant; whether he could be deemed guilty of a breach of his undertaking in not staying news-agents from selling copies issued to them previous to the date mentioned in the undertaking as the day on which the issue should cease.

Caldecott for the plaintiff.

Counsel for defendant were not called on.

The Vice-Chancellor dismissed the bill with costs.

July 12.

GARDNER *v.* LONDON, CHATHAM, AND DOVER RAILWAY COMPANY.

This was a motion by a mortgagee of the company for the appointment of a manager of the general undertaking and of a receiver to receive the tolls and sums of money received by the company, arising upon or out of such undertaking, and for an injunction to restrain the company from applying such tolls and sums of money in payment of creditors of the company, who were not entitled to any mortgage or charge upon such undertaking, and tolls, and sums of money, or otherwise than in payment of the several mortgagees entitled thereto, according to their several priorities.

The motion was by the holder of one of the company's mortgage debentures for £600, the interest of which had been paid up to 31st December, 1865, only. Application had been made to the company's agent for payments both of principal and interest. The bill was filed on the 6th inst., and prayed an account of what was due to the plaintiff and other mortgagees of the company, and for a receiver. It was stated that the company's property had in several instances been seized by execution creditors, and that the balance at the company's bankers had also been attached.

Bacon, Q.C., and *Martineau* for the motion.

Malins, Q.C., and *Kekewich*, for the company, contended that the Court had no jurisdiction to accede to the motion. The Companies Act required the debt to be at least £20,000 and to be unpaid for six months after it became due, and that the interest should be in arrear thirty days, before a receiver could be appointed.

The Vice-Chancellor said he thought that the order he was about to make would prevent litigation, and be for the credit of both the company and its creditors. He should appoint Mr. Forbes, the general manager of the company and Mr. W. E. Johnson, the secretary, the manager and receiver of the general undertaking, and to receive the tolls of the company, with power to pay all expenses necessary for working the concern.

Solicitors, *Walker & Martineau; Freshfields & Newman.*

July 14.

DENNY *v.* DENNY.—By an indenture of settlement dated 18th February, 1816, Robert Day granted certain lands in Ireland to trustees to certain uses, and after the determination of the same, to the use of Robert Day Denny for life whilst he should be a younger son of Sir Edward Denny, and not entitled to the estates of the said Sir Edward Denny, and after his death, being such younger son, to the use of the first son of his body not being en-

titled to the Denny estates, "Provided also that it shall and may be lawful for the said Robert Day Denny, and any of his issue of his body, when in the actual possession of the said lands, by virtue of these presents, to charge the same with any sum not to exceed £400 a-year as a jointure for his wife, and with any sum not to exceed £2,000 sterling for his younger children." By a deed of appointment dated the 20th July, 1843, R. D. Denny charged the lands, the subject of the said settlement, with the sum of £2,000, late Irish Currency, to be raised by sale or mortgage, and to be payable to and vested in his younger children in equal shares on attaining twenty-one years or marriage; and further directed that the said charge or sum of £2,000 should bear interest at five per cent. from the time it was directed to be paid until paid, and that in case he should die before his said younger children should be entitled to vested interests in their said portions, then in such case his said children should be entitled to interest on their presumptive portions, at the rate of five per cent. by way of maintenance, from the time of his decease until their fortunes should be payable.

R. D. Denny died in July, 1864, leaving five younger children, all infants.

Bacon, Q.C., and *W. W. Mackeson*, for the petitioners, the younger children, contended that they were entitled to 5 per cent. on their presumptive shares, by way of maintenance, from the death of the testator until their respective dates of majority, marriage, or day of payment after such majority or marriage. The plaintiffs also asked that the sum of £2,000 might be declared sterling money of England.

Malins, Q.C., and *Bedwell*, for the defendant, contended that the direction to pay interest before the date of the payment of the sum of £2,000 was beyond the power given to R. D. Denny, and that the sum appointed was Irish Currency.

STUART, V.C., said that in his opinion the £2,000 carried interest at 5 per cent from the testator's death, and both principal sum and interest would, when payable, be paid in Irish Currency.

Solicitors, *C. Wilken, Meyrick, Gedge, & Loaden.*

July 17.

DRAWBRIDGE *v.* LONDON, CHATHAM, AND DOVER RAILWAY COMPANY.

Bacon, Q.C. (*Martineau* with him), for the plaintiff, referred to the circumstance of a receiver and manager having been appointed (*suprà*) to receive the tolls belonging to this company, and said that the order made on that occasion had reference only to some of the tolls. They now moved, on behalf of the plaintiff, a second mortgagee, that the same persons should be appointed receiver and manager of the metropolitan branches.

Malins, Q.C., and *Kekewich*, appeared for the company.

The Vice-Chancellor made the order asked.

Solicitors, *Walker & Martineau; Freshfields & Newman.*

VICE-CHANCELLOR WOOD.

July 11.

PLANKERD *v.* WHITEHEAD.—This was a suit for an account of rents, &c., which had been received by the defendant's father and himself since 1813. The defendant's father was a trustee of the estate producing the rents in question; and, as he was the last surviving trustee, and died intestate, the trust estates devolved on the defendant, his heir-at-law, who entered into the receipt of the rents. No formal accounts seem to have been kept by the defendant or his father, though from time to time they settled with their *cestuux que trustent*. The last settlement was in 1857. The plaintiff now asked that an account of the rents might be taken from 1813, without disturbing any settled accounts.

WOOD, V.C., ordered an account to be taken from 1857.

The following counsel appeared in the case:—*Rolt, Q.C., Wilcock, Q.C., Daniel, Q.C., Mackeson, Fooks*, and *Everitt.*

July 11, 13, 16, 17.

SNOWBALL *v.* WRIGHTSON.—This was a suit by the owners of a house, No. 68, High-street, Sunderland, against the owner of an adjoining house, to restrain him from re-building his house so as to include a projection of the plaintiffs' house in his (the defendant's) house, and from suffering the west wall of the plaintiffs' house, which was formerly a malting-house, to remain without the support of the boundary-wall. The bill also prayed for damages. The two houses had formerly been held by the same owner, who had conveyed one of them to the defendant's predecessors in title by a deed of 22nd May, 1765. The description of the defendant's premises in this deed was relied on by both sides as showing the boundary of the two houses. One main difficulty was that of deciding to whom a portion common to both houses belonged, where the plaintiffs held the upper portion, and the ground-floor and entresol belonged to the defendant. The case turned on the evidence, which was very voluminous, and also on the conduct of the parties up to the filing of the bill.

The Vice-Chancellor gave judgment in favour of the plaintiffs.

Willcock, Q.C., and *Haddan*, for the plaintiffs.

Rolt, Q.C., and *Druce*, for the defendant.

Solicitors for the plaintiffs, *Bell, Brodrick, & Bell*, agents for *Snowball & Allison*, Sunderland.

REVIEWS.

The Magisterial Synopsis. By GEORGE C. OKE, Chief Clerk to the Lord Mayor of London. Ninth edition. London: Butterworths. Dublin: Hodges, Smith, & Co. 1866.

This work has passed through nine editions since 1848, a sign of its practical utility. Since the eighth edition, which was noticed in the seventh volume of the *Solicitors' Journal*, p. 109, many important changes have been made in the jurisdiction of the magistracy, both by way of alteration and addition. All these, together with the numerous decisions of the superior courts, down to the date of publication, have been incorporated in the present work. Under the title "London" (pp. 1084—1096) may be found a short epitome or reference to the principal statutes, which exclusively affect magisterial proceedings in the metropolis. Mr. Oke regrets the want of a comprehensive Act to consolidate and amend the various conflicting enactments which regulate the procedure before justices. A slight attempt was made in this direction by the Small Penalties Act, 1865 (28 & 29 Vict. c. 127), reference to which will be found at pp. 164—166. Mr. Oke has himself drawn up a complete code of practice under the title of the "Justices of the Peace Procedure" Bill, which, though withdrawn, he offers as of "some value and assistance when the subject is again brought before Parliament." To all such efforts in behalf of uniformity, unfortunately too little appreciated in this country, we most cordially wish every success. In the "Addenda" will be found the Cattle Diseases Prevention Act (29 Vict. c. 2). Notwithstanding the many additions, the present issue is but seventy-five pages in excess of the previous edition.

Frend and Ware's Railway Precedents. Second edition, with a Treatise on the Lands Clauses Consolidation Acts. By DECIMUS STURGES, and T. L. L. MURRAY BROWNE, of Lincoln's-inn, Barristers-at-Law. London: W. Maxwell; Dublin: Hodges, Smith, & Co. 1866.

The difference between this and the first edition of Frend and Wares Railway Precedents will be best shown by the fact that in the first edition, published in 1846, the number of cases was thirty-six, while the present contains about seven hundred, and is in reality a new work. The editors have only retained, besides some detached notes, observations on the form of conveyances, and some precedents slightly altered to suit modern practice. The greater part of the volume is occupied by precedents and the several Acts of Parliament which bear on the subject. The preliminary treatise contains the points embodied in the various cases, clearly arranged under distinct heads, such as the frame of agreements for purchase of lands, both from persons not under disability, and from persons under disability, purchase by compulsion, arbitration, application of purchase-money, roads and bridges, injunction, *mandamus, certiorari*, and abandonment of railways. The indices are full and minute, and the work will be found valuable to those engaged in the transfer of land to railway companies.

A Treatise on Crimes and Misdemeanours. By SIR WILLIAM OLDNALL RUSSELL, Knt., late Chief Justice of Bengal, in 3 vols. Fourth edition. By C. I. GRAVES, Esq., Q.C. London: Stevens & Sons, H. Sweet, and W. Maxwell. 1865.

The advocates of codification might find in the present work one strong argument for their case, at least as far as regards criminal law. The present edition consists of three large volumes each containing on an average 1100 pages, and the whole of two and great part of the third volumes are devoted to cases which must be mastered by the proficient in criminal jurisprudence. But this is not all. The learned editor complains in his preface of the difficulty of obtaining accurate reports of the cases on the subject. The Legislature too, by its recent consolidating statutes, has removed one material difficulty out of the way of codification.

The objections which undoubtedly exist to a complete codification of our law in general, apply with much diminished force to a consolidation of the criminal law. In the first place due regard for the liberty of the subject demands that crime should be strictly defined. The recent inquiry into the law of homicide shows how really arbitrary is our law in the case of what it terms murder. Whether that law requires amendment or not is quite another point on which various opinions are held; but everyone must admit that at present two wholly different species of homicide are linked together as murder. Now such a state of things tends directly to destroy the very essence of retributive justice, viz., the certainty of a fixed punishment. Indirectly it tends to produce a general impression that the penalties of justice may be evaded, that its decisions are arbitrary and capricious. At the same time, Mr. Stephens's pamphlet, already noticed in our pages,* supplies us with strong reason for doubt, whether even the boasted education of the nineteenth century has rendered us more fitted to define the nature and essence of crime, or to apportion corresponding penalties thereto, than the Norman and English judges of the Plantagenets and Tudors.

Some obsolete distinctions and anomalies might doubtless be advantageously removed, some excrescences pruned, some new distinctions made. Foremost amongst the feuds against both logic and common sense is the now unmeaning distinction between felonies and misdemeanors—a distinction which the consolidating statutes have unhappily preserved. There is no difference between a felony and a misdemeanour, save in the penal consequences they severally entail; and to define what should be clear, certainly not by any property inherent in the thing itself, but by its arbitrary consequences, depending on no principle save an obsolete remnant of feudalism, cannot be considered as tending much to improve the tone of legal thought. There is, it is conceived, nothing to prevent a commission from reducing to the compass of a treatise, not greatly exceeding the new Penal Code of New York, the entire apparatus of criminal jurisprudence.

Towards that consummation the present work affords materials which are at once copious, and, as far as can be, exact. The reader will find under each heading the points decided by the cases, and subjoined as an appendix to the third volume, is a collection of the recent statutes, from the 3rd of George IV. to the 28th of Victoria, which have endeavoured, with more or less success, to amend our criminal law.

* 10 Sol. Jour.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD).

July 16.—*In the matter of a Trader Debtor Summons.*—A trader debtor summons had been issued, with a view to bankruptcy, against a well-known firm, and an objection was taken that the summons, although signed by the Registrar, did not bear the seal of the Court, as required by section 63 of the Act of 1863.

Mr. *Beard* and Mr. *C. E. Lewis* appeared for the respective parties.

His HONOUR said that the utmost particularity ought to be observed in a process of this nature; and, although the objection was merely technical, the summons would be dismissed.

SALFORD COURT OF RECORD.

(Before J. KAY, Esq., Judge)

July 12.—*Lord* v. *Lomax.*—The plaintiff was a journeyman fuller, living at Wardle, near Rochdale, and the defendant was an attorney living at Rochdale; and the action was brought to recover £15, money had and received by the defendant for the use of the plaintiff.

The case, as shown by the evidence for the plaintiff, was this:—In February, 1865, the plaintiff consulted the defendant with reference to a debt of £47 due to him by his brother. Proceedings were resolved upon, and in the following month the defendant got from the plaintiff £10 on account of his costs. On the 11th of May he asked for and obtained £5 more. On the morning of the trial, the 22nd May, the plaintiff paid to the defendant, at his request, £5 more, and at the conclusion of the action, by which the plaintiff recovered £16, the defendant asked for an additional £5, which was paid to him on the same day. The defendant, though pressed, did not furnish the plaintiff with his bill, and eventually the plaintiff put the matter in the hands of an attorney, to whom the defendant sent in an account which showed that £3 17s. 4d. was still due to him. The plaintiff obtained no receipts from the defendant, except one for the £10 first paid. The defendant's bill was subsequently submitted for taxing to the Assistant-Registrar of the Court of Record, one of the questions being whether the defendant had attended court three days or only one day. The Assistant-Registrar required the production of the defendant's day book, and, in a conversation which then took place, the defendant said he would bring forward such book, but afterwards remarked that he "could not lumber a big book like a day book." The day book not being forthcoming, the Assistant-Registrar decided to allow for one day only, and in respect of the two other days he deducted £7 7s. The total sums "taxed off" were £9 4s. 2d., the original amount of the bill being £30 7s. 10d. The defendant gave the plaintiff credit in the bill for a sum of £10, under date May 22, and also for other sums which he had received from the sheriff's officer and one Richard Lord; but the bill took no notice of the payments of £10 in March and £5 on the 11th May. The defendant denied that he received from the plaintiff £5 on the 11th May, and denied further, that he received from him £10 on the 22nd May, although an item to that effect appeared in his bill. The £10 credited to the plaintiff under the latter date ought, he stated, to have borne the date March 24, on which day he received £10 from the plaintiff in accordance with the receipt that the latter held. The wrong entry was the error of a clerk whom he had since discharged. He (the defendant) kept no day book.

The JUDGE in summing-up the evidence, said that if the verdict of the jury should be in favour of the defendant, the plaintiff ought to be sent to the assizes to be tried for perjury. If, on the other hand, the verdict was against the defendant, the least he (the judge) could say was that he was not a man who ought to be entrusted with the position he now held. The least that ought to befall him was that he should be struck off the roll of that court, and of every other court, because one could not conceive an instance of a man having more wickedly or more deliberately used his power to cheat a poor man. It was certainly one of the most serious cases ever brought into that court while he had been the judge, and it was scarcely possible for the jury to have a more important case before them.

The jury returned a verdict for the plaintiff for the amount claimed.

WESTMINSTER POLICE COURT.

July 14.—*Extraordinary Charge of Conspiracy and Fraud.*—Mr. Richard Minshull Veal, solicitor, 19, Abingdon-street, Westminster, appeared to a summons charging him with conspiring with others to defraud Mrs. Lucy Broad of divers sums of money, and further, with forging certain receipts and powers of attorney referring to the same.

Mr. *George Lewis*, jun., prosecuted, and Mr. *Sleigh*, instructed by Messrs. J. & C. Rogers, defended.

The case for the prosecution was that a Mr. Harry Spencer, who died in May, 1769, leaving property producing £25,000 per annum, had bequeathed his estate to his son Harry Fowkes Spencer, and if he died without issue then to his daughter Mary and her issue, of whom the present prosecutrix, Mrs. Broad, claimed to be the great granddaughter. In default of issue of both the testator's children, the property was to go to his nephew, John Hammond. Harry Fowkes died without issue, and the property should have descended to the great grandmother of the prosecutrix. She, however, was then dead, and her issue were resident in the country, and ignorant of the facts. Then the fraud was perpetrated—they were passed over. A Mr. Dodd, a solicitor, and Mr. Veal, the father of the present defendant, who were at that particular time the collectors of the estate, by a series of misrepresentations, substituted one John Harry Hammond Spencer as the owner of the property, and sent him from this country to America, where he remained. He was keeping a small public-house there in extreme poverty, while the smallest amount was remitted to him from time to time to prevent his return to England.

Mr. ARNOLD observed that, supposing all those facts proved which occurred long ago, how did they affect the defendant?

Mr. *Lewis* replied that he introduced him upon the scene in 1840, acting in concert with his father. Ever since he

had been receiving the rents, and putting them into his own pocket.

Mr. *Sleigh* wished to know with whom he was charged with conspiracy.

Mr. *Lewis* replied with his brother David, with Spencer in America, with his late father, and a person named Dodd.

Mr. *Sleigh* said there was not, as would be shown, the slightest ground for the present charge against his client. He had been accused of most nefarious conduct, which would, if true, exclude him from all honourable society, and it ought to go forth to the world that in 1819 a bill in chancery was filed by Mr. Wood, the maternal grandfather of John Harry Hammond Spencer, he being a minor, and Mr. Maber, in his behalf, and his claim was fully established.

The case was adjourned for a week.

GENERAL CORRESPONDENCE.

Building Societies—Stamps.

Sir,—A building society, duly registered pursuant to the Act 6 & 7 Will. 4, issues shares, each of which consists of payments of ten shillings per month by the shareholder, to continue fourteen years, at the end of which period the shareholder is to be entitled to £98 4s. 6d. Does a transfer by way of mortgage from a shareholder to a person not a shareholder, of shares on which ten years' subscriptions are paid require a stamp? The opinion of the Editor or of any subscriber is invited. A. E.

July 13.

Publication of Banns.

Sir,—I have to thank you for your obliging insertion of my letter to the *Times*.

With reference to your remarks upon that letter in your last number you will, I hope, permit me to say (first) that I could not be ignorant, as you suppose, of the fact that "there are no stops in an Act of Parliament," that fact being the very ground upon which I have based my opinion, and which opinion I have expressed in answer to the correspondents of other journals in the identical words which I have quoted above from yourself.

And (secondly) that the passage you refer to, in which I accounted for such a statement of mine having gained publicity contrary to my intention, was addressed, not to *you*, but to *the public* (through the *Times*) in answer to reflections made upon me in many quarters for having wantonly created anxiety as to the legality of existing marriages.

I hope you will do me the favour and the justice to admit this explanation into your valuable Journal.

Kemerton, July 14. Thomas Thorp.

[The Archdeacon's expression, which misled us as to his view of the Act, was—that those who differed from him "had been misled from not minding their stops."—Ed. *S. J.*]

Public Companies' Law.

Sir,—Public Companies are now frequently "In Chancery," and supply to the Court a very large proportion of its business; and it is desirable that every possible facility should be afforded for enforcing decrees and orders against such litigants. Will you allow me, therefore, to recall attention to the inclosed paper, which formed the subject of discussion in one of a series of papers contributed by me to the *Solicitors' Journal* in the year 1861?

I am able, from experience, to say that in almost every instance coming under my notice in which parties resort to process of contempt against corporate bodies, the present dilatory and expensive course of procedure is a subject of complaint.

I make the present request with a view to elicit some general expression of opinion upon the subject to which the paper refers.

I would also here suggest whether the "one month from the date of entry" of a decree or order might not be dispensed with in cases where process of *fi. fa.* is desired. In many instances the month affords both time and opportunity to a defaulting party to defeat the purposes of the decree or order. Thomas W. Braithwaite.

Record and Writ Clerks' Office, July 16.

[We hope to issue the paper in question in our next. We have not space for it this week.—Ed. *S. J.*]

The Law Society.

Sir,—As I have before said, I desire every advantage and benefit to this society, and it is with this view that I court publicity for my remarks, but with the examples that I have from the past, I have not the faintest hope of any effort of mine, single-handed, producing the least alteration. With this conviction it would be difficult for me to say why I persist in a course which I feel to be useless; I am aware that, as a member, I should address myself to the council of the society, and I should be a strenuous advocate of such a course in preference to the one I have adopted, but that I consider these matters first require consideration and discussion. Independently of this, how could I adequately represent my views to the council? I could not be so unconscionable as to take up time at a general meeting, even if one were to be held within the year. Let any of the gentlemen who compose the council test the truth of my remarks upon the society, I have little doubt of their being found just.

I now desire to draw attention to our library. I shall pass over all that which I think deserves praise, in the hope that at some future time I shall be able to write an eulogium sufficiently interesting for insertion in your columns, and merely confine myself to that which I think requires alteration.

First, then, as to the catalogue, or I would rather say index, for that is what is required more than a catalogue:—"There is no matter connected with the administration of a library which can vie, in point of importance, with the character and condition of its catalogue. However liberal its accessibility, however able its chief, however large its store of books, it will fall lamentably short of the true standard of a good library if its catalogue be not well constructed, well kept up with the growth of the collection, and thoroughly at the command of its frequenters."*

Now the date of our last catalogue is 1851; for fifteen years no member has been informed of the contents of the library, and yet its contents have nearly doubled in that period. The catalogue should be kept up by annual supplements, to be incorporated every five or ten years. I should fancy that the society is at least capable of doing as much as a second-hand bookseller. I must take exception to the manner in which the books generally are inserted in the catalogue of 1851. I think it the duty of the librarian, or whoever edits the catalogue, to give every help to the student; and that, for instance, where a work is anonymous, but the author is known, this information should be supplied—*e.g.*, in a list of tracts, page 180, I find this entry: "Life of Henry III. 1272." One wonders what this date can mean. It is a date on the portrait of Henry III, and refers to the date of his death. No mention of the author is made. In my humble opinion this should have stood thus:—"A Short View of the Long Life and Raigne of Henry III. Printed 1627, MSS. notes [By Sir R. B. Cotton]." I wish to see "A'Becket on Debtor and Creditor." In the index I find the name, but not the work I require, so I conclude that it is not in the library. However, under "debtor," there is a reference to page 174, where I find a treatise on "Debtor and Creditor," but no author's name, so that I am still doubtful whether it is the one I seek. To give too little information is as great an evil as to give too much, though the latter cannot be charged against our catalogue.

In the index I look for "Smith;" I find he is the author of a most miscellaneous collection; however, I think I shall get some initials to Smith's name in the body of the catalogue, but no, everything is "Smith's," and this want of initials applies to nearly every name in the book. I hope these little inaccuracies, and many others I could point out, will not be overlooked in the catalogue now in progress, which has become so imperatively necessary that I trust every aid will be given to hasten its distribution.

As I have already trespassed too much upon your space, I will, with your permission, defer any further observations until next week. G. Mallett.

July 16.

Sir,—In answer to "Lex," the timber felled by the act of the trespasser will at once become the property of the owner of the first estate of inheritance *in esse*: *Bewick* v. *Whitfield*, 3 P. Wms. 276, and see *Gresley* v. *Mousley*, 10 W. R. 222. A *dictum*, however, of the Master of the Rolls

* Edwards' Memoirs of Libraries.

is to be found in *Lushington* v. *Boldero*, 15 Beav. 1, that where timber is fallen by a storm (an analogous case to the one under consideration), the proceeds of the timber follow the limitations of the estate. ALPHA.

Sir,—"A Student" will find that in the case of *Whaley* v. *Laing*, 5 W. R. 834, it was held that A., the licensee, had a right of action against the tort feasor, C.

Sir,—In answer to "A. B.'s" inquiry, he is referred to the cases of *Winterbottom* v. *Wright*, 10 M. & W. 114, and *Priestly* v. *Fowler*, 3 M. & W. 1, from which cases it may be inferred that the race committee, and not B., are liable. Q. E. D.

Sir,—Perhaps some of your readers would have the kindness to answer the following questions:—

1. Can a married woman make a will bequeathing arrears of pin-money and paraphernalia?

2. Suppose, in an action in contract, the evidence disclosed clearly shows that one of the parties has committed larceny with reference to the subject-matter of the suit, does the felony merge the action? C. D.

Sir,—The foreigner has not in France the same rights as the Frenchman. He can, however, obtain them by going through the process of naturalization, and thereby become endowed with all the privileges that constitute the *status* of the French citizen. But between the outer darkness to which the foreigner is consigned and the perfection of legal felicity into which the naturalised foreigner is admitted with the Frenchman there is an intermediate state—that of the foreigner who has been allowed to establish his domicile in France. As soon as the Government has granted him that authorization the foreigner acquires most of the civil rights of the Frenchman, subject to the conditions of his having taken advantage of the permission, and preserving in France an actual *bond fide* domicile.

Among the most coveted and practically valuable rights secured to the foreigner by the authorization is the safety from *arrestation provisaire*, or what corresponds in France to arrest by mesne process, except that it is only applicable to foreigners. Any foreigner may be arrested in France under an order of the President of the Tribunal of First Instance, granted, as a matter of course, on the declaration of a pretended creditor that he is going to fly the empire, and till the suit is determined, can obtain his liberty either by proving that he proving that he possesses in France real property or a commercial establishment of a value at least equal to the claim, or that the creditors hold property of his to the like amount, otherwise he cannot get immediately set free without paying the money into court or procuring bail. All this is saved by the grant of authorization, but several questions have arisen with the respect to the extent and circumstances in which the authorization is operative in cases like the following:—

One Canallau, a foreigner, had had for years a close business connection with J. Muller, a Frenchman, during which each had been successively debtor and creditor of the other. In the end, however, certain differences having taken place between the parties, they separated, and an arbitration suit took place between them, which resulted in a balance being declared against Canallau in favour of Muller, and dates fixed when instalments should be paid by him. The award decreed likewise that should one instalment be paid at the proper time Canallau should lose the benefit of the terms, and the whole amount be claimable of him at once. The contingency thus provided for did subsequently occur. Muller had Canallau arrested provisionally, as a foreigner, for the whole amount, under an order of the president. On the 2nd of March last Canallau was consigned to Clichy, the Paris prison for debt, and Muller proceeded to sue out a final judgment against him to make the arrest final. Pending the suit, on the 23rd of June an imperial decree was granted to Canallau, authorising him to establish his domicile in France, and under which he proceeded to insist on his immediate liberation.

This Muller opposed for three reasons. The first was that Canallau had no domicile in France, he being in prison at the time of the decree. The second was that the decree was subsequent to the arrest and could not retroact. The third was grounded on the supposition that the decree not having been published in the official gazette, called *Le Bulletin des Lois*, was not executory, and could not be taken advantage of by Canallau.

To these objections decisive replies were given on the part of Canallau.

With respect to his residence, satisfactory proof was given that he had a domicile *de facto* in France of a most continuous character till he was arrested, and of this no advantage could be taken, more especially as it was certainly very involuntary on his part, and could not be considered as an abandonment of his previous domicile. That is clear, but it is also certain that if Canallau had not had a French domicile at the time of the arrest, the objection would have been good. That is a point to which it is desirable to attract the attention of all those whom it may concern. Many Englishmen, to my own knowledge, have had the unpleasant surprise of being themselves arrested and consigned to Clichy when they had relied quite confidently on the authorization of Government they had received to establish their domicile in France, but they had omitted to establish that domicile. Considering mere residence sufficient, they had settled down in an hotel or furnished apartments; but it has been ruled over and over again that such a residence could not be considered as a real domicile, denoting in reality an unstable spirit, an establishment of a transient nature, which at any moment may be left.

The objection that the decree, being subsequent to the arrest, should not be made to retroact and affect that arrest was answered by the plea that it was not merely the arresting a person provided with the authorization that was illegal, but the keeping him in prison in a state of provisional arrest; and, therefore, that that arrest should cease as soon as the decree was obtained.

As to the fact of the decree of authorization not having been published in *Le Bulletin des Lois*. It was contended that the objection drawn therefrom was not applicable to decrees of private interest, which were executory as soon as a copy of them is forwarded to the parties whom they may concern. In proof of this was quoted the declaration of the Council of State of the prairial year 13, which is conclusive on this point. The judgment was given in favour of Canallau.

ALGERNON JONES,
Advocate in the Imperial Court of Paris.

LAW OF GAME.

Sir,—In the case of *Blades* v. *Higgs*, 13 W.R. 727, decided by the House of Lords in June, 1865, the Chancellor, in giving judgment, quotes certain conclusions deduced from the Year Books by Chief Justice Holt, and all of which propositions or conclusions the Chancellor adopted, one of which is as follows:—"If A. starts a hare on the ground of B., who is entitled *ratione soli*—for that is plainly implied—and hunts into the land of C., and there kills it, the property is in the hunter, for it cannot be in B., who is entitled *ratione soli* only, and not *ratione privilegii*." With deference, this appears to me not to be a sound doctrine. Supposing C., upon whose ground the hare was killed, was also entitled *ratione soli*, and he must be entitled in that way, or under the larger privilege, or the question would not arise, Would not the hare belong to C.? The hunter is a trespasser both on B. and C.; and can a man, by his own wrongful act, create a property in that for his own benefit, in which he had no property before he committed the trespass? The proposition is rather startling, so that a man who wants a hare to which he has no right, and has only to chase it out of the land of C. into the land of B., and there kill it, and rightfully claim it. B. M'LEOD.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Monday, July 16.

THE BANKRUPTCY BILL.

Mr. CRAWFORD asked what course was proposed to be taken with reference to this bill.

The ATTORNEY-GENERAL said it was not the intention of the Government to proceed with this bill during the present session; but as her Majesty's Government considered it one of the most pressing measures to which the attention of the House could be called, he hoped to be able to introduce a bill at the earliest possible moment next session.

Wednesday, July 18.

ELECTIONS (RETURNING OFFICERS) BILL.

Mr. J. GOLDSMID moved that the House go into committee on this bill, the object of which was to provide that where, at any election, there was an equality of voters polled, the returning officer should have the power of giving a casting vote, but not to vote as an ordinary elector at such election.

Mr. LOWTHER moved as an amendment that the bill be committeed on that day three months, contending that legislation was unnecessary, a comparatively recent Act of Parliament having provided that when an equality of votes was polled a double return should be made. On the whole, the bill would be productive of much inconvenience, and do more harm than good.

After some discussion the House divided—

For going into committee	122
Against.....	67
	—55

PURCHASE AND SALE OF SHARES BILL.

Mr. FILDES wished to ask the hon. member for York, as this bill stood on the paper for to-morrow, whether he intended to limit its operation to joint-stock banks and joint-stock discount companies. An answer in the affirmative would, he thought, tend very much to limit the discussion upon the second reading.

Mr. LEEMAN said that it was his intention to adopt the amendment of which his hon. friend had given notice, and which would limit the operation of the measure to joint-stock banks.

LEGITIMACY DECLARATION, &c., BILL.

The COMMON SERJEANT, in moving that the order for the second reading of this bill be discharged on account of the lateness of the session, observed that the intention of the measure had been to remove an ambiguity in the interpretation of two clauses in the Matrimonial Causes Act with respect to the rights of parties to have a trial by jury on questions of legitimacy. It had never occurred to members of either House of Parliament during the carriage of that and the subsequent measure, that any ambiguity on the point could have arisen; and he believed that the whole profession were in favour of the above bill; but, to his surprise, he found the hon. and learned member for Ayr (Mr. Craufurd), although his name was on the back of the bill, had changed his mind, and had intended to oppose the measure.

Mr. CRAUFURD was glad his hon. and learned friend had taken the course of moving to discharge the order, and thus avoiding discussion. He had certainly, in deference to the legal abilities of his hon. and learned friend, tacitly consented to have his name placed on the back of the bill; but upon examining the details he found that it was precisely the same measure which had been introduced by the present Chief Baron of the Exchequer, uniformly rejected by the House, and ultimately abandoned by the mover. Although in cases of action for dissolution of marriage it was held that on the application of either party the cause might be tried by a jury, the Acts were construed as being limited to that contingency. He entertained the strongest objection to the bill, and to any alteration of the law in question.

The order was then discharged.

SCOTLAND.

THE SCOTCH MARRIAGE LAW.

A point of some importance was on Saturday decided in the Second Division of the Court of Session. It was unanimously held that a husband is liable to aliment his wife's parents. The decisions in the inferior courts have been numerous and conflicting; and it is satisfactory that the question has now been raised simply on its legal merits, and authoritatively decided. The grounds on which the Court proceeded were:—That a husband is liable for the debts of his wife, whether future or contingent; that the obligation in this case was incumbent on the wife at the time of her marriage, though not then prestable; that it might have become exigible as against her, if single, at any moment, and when married, became enforcible, like all her other personal obligations, against her husband.—*Scotsman.*

THE NEW LORD ADVOCATE AND SOLICITOR-GENERAL.

On Saturday forenoon, Mr. Patton and Mr. E. S. Gordon presented their commissions, as Lord Advocate and Solicitor-General respectively, before a full bench of the whole Court, which assembled in the First Division. The court-room was crowded, and among the spectators were a considerable number of ladies. Mr. Patton and Mr. Gordon having taken the oaths, they were invested with their official gowns, and received the congratulations of their predecessors in office. They then, at the request of the Lord President, took their seats within the bar.

LEGAL APPOINTMENTS.

We believe we may announce that the following appointments have been made:—Mr. John Marshall, jun., counsel to the Treasury; Mr. Charles Scott, counsel for the officers of State; Mr. William Ellis Gloag, counsel for the Admiralty; and Mr. David Boyle Hope, counsel for the Ordnance House.

CALLS TO THE BAR.

Mr. Peter Alexander Speirs, Mr. Alexander Gibson, Mr. John Alexander Reid, and Mr. James Lutyens Mansfield, were on Saturday admitted members of the Faculty of Advocates, and took the usual oaths.

IRELAND.

LANDED ESTATES COURT.

(Before Judge LONGFIELD.)

In the matter of Daniel O'Donoughue, M.P., commonly called *The O'Donoughue of the Glens*, owner and petitioner. —This came before the Court on an application by the solicitor having the carriage of the proceedings to make absolute a conditional order for an attachment against Mr. Edward Nugent, solicitor; another conditional order for a writ of sequestration had been granted against Mr. George R. Barry, M.P.

In April last Mr. Nugent had purchased in the court, for the sum of £3,610, certain lots then set up for sale, declaring that the purchase was in trust for Mr. Barry. The money not having been lodged within the prescribed time, the conditional orders had been obtained. In the affidavits filed several letters were set out, which showed that Mr. Nugent had acted on instructions from Mr. Barry conveyed through the O'Donoughue, which Mr. Nugent believed authorised him to bid up to £10,000 for Mr. Barry. It further appeared from the correspondence that the O'Donoughue had repeatedly promised to have the money forthcoming in time, which, however, did not take place, notwithstanding the urgent requests of Mr. Nugent and his representations as to the position in which he and Mr. Barry were placed. Ultimately that gentleman alleged the meaning of his instructions was that Mr. Nugent was to purchase "only in the event of his (Nugent) being satisfied that the money for the purchase of the estates was forthcoming."

Mr. Flanagan, Q.C., appeared for Mr. Nugent; *Mr. Pilkington*, Q.C., for Mr. Barry; *Mr. Longfield*, Q.C., for the Scottish National Assurance Company; *Mr. R. W. McDonnell*, for the solicitor having the carriage of the proceedings; and *Mr. Val. B. Dillon* (solicitor), for the owner.

After some discussion Mr. Dillon asked the case to be postponed, saying the Court would hear no more of it; and this was agreed to, counsel for Mr. Nugent stating that he would, on Mr. Nugent's part, require to examine Mr. Barry.

COUNTY MAYO ASSIZES.

(Before Mr. Justice CHRISTIAN.)

McCormick v. *The Midland Great Western Railway Company.*—This was an action to recover damages for loss sustained by reason of delay in delivering to the Herne Bay Oyster Company 100 bags of oysters forwarded by the plaintiff from Castlebar. More than half of the oysters sent were dead on reaching their destination, and were refused; the delay arose from some difficulty in the English railway officials making out the direction on the bags, in consequence of which they telegraphed to Ireland, and thus a day was lost. The plaintiff had a contract with the Herne Bay Company at two shillings the hundred, and it was proved that the company had several hundred pounds' worth of Irish oysters on their beds. They had a contract with the Law Life Company, as well as with the plaintiff.

The case resulted in a verdict for the plaintiff with £87 11s. damages.

Messrs. Bourke, Q.C., and *Beytagh*, were counsel for the plaintiff; *Messrs. Carleton*, Q.C., *Morris*, Q.C., M.P., and *Monahan*, for the defendants.

Grand Jurors.

The same complaint as to non-attendance made by Mr. Justice Keogh on the Connaught Circuit,* was made by Baron Hughes at Limerick, and Baron Deasy at Monaghan. "It" (said the former learned judge) "causes inconvenience, because the financial and general business is not adequately represented; and, secondly, it causes delay and irregularity in the despatch of the public business."

The lightness of the calendars form the subject of remark from the presiding judges almost universally in Ireland.

Retirement of Lord Chief Justice Lefroy.

At the Trim Assizes, at which the Chief Justice of the Queen's Bench presided, when the grand jury had disposed of their business, the High Sheriff read the following address, which had been previously agreed on by that body:—

"To the Right Hon. Thomas Lefroy, Lord Chief Justice of the Queen's Bench.

"We, the High Sheriff and grand jurors of the county of Meath, assembled at the Summer Assizes, 1866, cannot allow the last occasion of your presiding at our assizes to pass without expressing our regret at the termination of the long and useful public career which now draws to a close, and our gratitude for the able and kind manner in which you have ever assisted us in the discharge of our duties. We now hope that after so many years of exertion your life may yet be prolonged in the quiet of your family and the society of those chosen friends to whom your personal qualities have so much endeared you."

His Lordship, who seemed deeply affected, replied as follows:—

"Gentlemen of the Grand Jury,—Such an address from those who have had an opportunity of forming the opinion they have so kindly expressed—such an opinion from the grand jury must at all times be grateful to the feelings of any judge. I do not disguise or conceal from you that at the present moment it comes to my feelings as peculiarly grateful. I shall say nothing further than that I hope you will not consider me in any way deficient in gratitude if I do not, from any defect of powers, express myself adequately in reply to the testimonial you have graciously presented to me as to the discharge of my duties during the long time you have had an opportunity of forming an opinion on the subject. While it shall please Providence to spare my life I shall ever remember with satisfaction the intercourse I have had with this county, and the unvarying kindness and effective discharge of their duties which I have always witnessed among the grand jurors of this county. Farewell, gentlemen, farewell."

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

A Constitutional Difficulty.

A decision against the validity of the Civil Rights Bill, passed recently, it will be remembered, over the President's veto, has been pronounced in the First District Court of Louisiana. The principal reason assigned by the judge was that the constitution required a majority of two-thirds of all the representatives of the States before a bill could be made law which had not received the signature of the President. Eleven states being excluded from Congress, the action of the remainder was not binding on the courts. This is one of the innumerable troubled questions in store for the future. In delivering his decision Judge Abell said:—"In reviewing the Civil Rights Bill, I have discharged what I believe to be my duty to the state, by withholding the judicial sanction of this court to a bill that appears to aim at the striking down the independence of the states, to sap the foundation of republican government, override the laws of the state, and to obliterate every trace of independence of state judiciary by disgraceful servile ends." It is very evident that the validity of the bill must be tested in the Supreme Court before many months are over.

FRANCE.

Railway Compensation.

A case of compensation for injuries received by a railway accident has just been decided in the Civil Court of Paris. A collision took place in October last near Moret, on the Lyons Railway, between two trains, in one of which were M. and Mme. Ossude. The former received such injuries as to render him incapable of conducting his business for some time, and the wife, who was near her confinement, was seized with such terror that she quite lost her reason. An action for damages was brought against the company in January, and a verdict of £1,200 awarded. The defendants put in an appeal, but in the meantime Mme. Ossude had given birth to a child, and died shortly after. The father then appealed also, and demanded £2,400 additional in the name of his infant. The new hearing came on lately, and the Court, considering that the death of Mme. Ossude must be attributed to the exceptional conditions under which her confinement had taken place, confirmed the former judgment, and increased the indemnity by £800, of which £600 is settled on the child.

Extraordinary Trial.

A Paris letter says:—A most curious and interesting point of law has just furnished matter of trial, perhaps without parallel in the judicial annals of the country. The Procurer Imperial, whose office it is to bring forward proof of guilt, was here employed to exonerate the prisoner from crime, while her own advocate was eager in maintaining the proof of her guilt.* A lady, moving in a good position of society, had long been living in a state of legal separation from her husband; but, finding that way of life to be greatly wanting both in comfort and convenience, she resolved to improve the separation which the law had pronounced entire by making it eternal. Accordingly, remembering her husband's taste for fruit out of season, she sent him in early spring, as from an unknown hand, a little basket containing all kinds of rare and delicate hot-house fruits; amongst others seven superb strawberries, which, as she had expected, the receiver devoured with the greatest glee. Strange to say, the husband, on reception of the anonymous present, never thought it could be sent by his wife; but the moment he turned cold and shivering, and sick with dreadful pains and cramps after eating the strawberries, he felt sure that she was the donor, and no other. The residue of the strawberries, being analysed, was found to contain oil of *creton tiglium*. Accordingly the lady was arrested. The basket was proved to have been dispatched by her. She was duly tried, and, of course, acquitted of the charge of an attempt to murder; but the husband, not content with the decision, dragged her once more before the tribunals, determined to have her condemned for something, and charged her with the administering of noxious drugs calculated to cause disease and danger. Now comes the admirable spectacle of one of those legal tournaments where wrong becomes right, and right becomes wrong. The lady having been already tried for murder and acquitted, her advocate must now prove that she administered poison in sufficient quantity to cause death, or she will be certainly comdemned for the serious offence above-mentioned. The Procureur Imperial, usually called upon to prove guilt, is now urgent in his protestations of the lady's innocence, for, if guilty, she will be lost to condemnation. Debates run high. A *maximum* is fixed, and it is declared that the administering of one gramme of oil of *creton tiglium* may constitute murder. Each strawberry eaten by the husband is supposed to have contained about twenty centigrammes of the noxious drug; these were seven in number, so that the whole quantity must have amounted to one gramme, and forty centigrammes over. So the intent to murder being fully proved, the lady is acquitted, and goes on her way rejoicing.

A Judge Sentenced to Imprisonment for Life.

The Court of Assizes of the Herault has condemned a person named Vitalis to perpetual imprisonment, a fine of 100f., and degradation from the Legion of Honour, for having forged commercial bills and used fraudulent documents, knowing them to be so, when he filled the high post of judge in the Imperial Court of Nismes.

The Imperial Court of Paris has just given judgment in a case relative to the destruction of wild animals. In the month of April last, five does came out of the forest of Fontainebleau to graze in the neighbouring fields, and were chased by some of the inhabitants of Fontain-le-Port, when

* Precisely the same state of things existed in the case of the ruffians who so grievously injured Sir John Coventry, and who were acquitted on the ground that their offence was, in fact, attempt to murder. This produced the celebrated "Coventry Act."—Ed. *S. J.*

four of them re-entered the wood, but the fifth leaped over a hedge into a private garden, where it was killed by the women to whom the property belonged. The body was then cut up and distributed amongst the persons who had joined in the chase, with the consent of the garde-champêtre of the commune. A prosecution was however instituted against the parties for an infringement of the game laws, and the Tribunal of Melun condemned them to a fine of £2. That decision was appealed against, and has now been quashed by the superior Court on the ground that the act committed came under the head of destruction of wild animals, authorised by Art. 9 of the law of May 3, 1844.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

The Council of this society have re-elected Mr. R. Horton Smith to deliver a course of lectures on Conveyancing; and Mr. Ebenezer Charles a course on Equity, and have elected Mr. Henry W. Lord as lecturer on Common and Mercantile Law for the ensuing year.

The lectures will commence in Michaelmas Term and be continued until the end of the several courses in March.

COURT PAPERS.

NEW CHANCERY ORDER.

An Order in Chancery has been issued by virtue of which the Accountant-General's office will be closed from the 20th August to the 28th October, with the exception of a few days for the payment of the October dividend.

MIDDLE TEMPLE.—A bust of H.R.H. the Prince of Wales has just been placed in the library of the society of the Middle Temple. It is the work of Mr. Morton Edwards. It is also intended to have in the same a full-length portrait of his Royal Highness, who is one of the Benchers. The portrait will be subscribed for exclusively by members of the Middle Temple.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, July 19, 1866.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 88	Annuities, April, '85
Ditto for Account, July 16, 88¼	Do. (Red Sea T.) Aug. 1908 —
3 per Cent Reduced, 88	Ex Bills, £1000, 3 per Ct. pm
New 3 per Cent., 87⅛	Ditto, £500, Do. pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year) —
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 209	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account, 207½	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70 103½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 3 pm
Ditto Enfaced Ppr., 4 per Cent. —	

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bns	Clerical, Med. & Gen. Life	100	10 0 0	26 17 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	8 per cent	Eagle	50	5 0 0	6 12 6
10000	71 1s 8d pc	Equity and Law	100	6 0 0	8 0 0
20000	5l 14s 3d pc	English & Scot. Law Life	50	3 10 0	4 16 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	48 10 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	2 0 0
7500	16 per cent	Imperial Life	100	10 0 0	20 10 0
50000	10 per cent	Law Fire	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life	100	10 0 0	87 15 0
100000	8 pr cent	Law Union	10	0 10 0	0 16 6
20000	6s p share	Legal & General Life ...	50	8 0 0	7 17 6
20000	5 per cent	London & Provincial Law	50	4 1 10	4 2 6
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	16 10 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
839220	20 per cent	Royal Exchange... ...	Stock	All	296
—	6½ per cent	Sun Fire	...	All	212 0 0
4000	...	Do. Life	...	All	70 0 0

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	91
Stock	Caledonian	100	—
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	29
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	123
Stock	Do., A Stock*	100	139
Stock	Great Southern and Western of Ireland	100	89
Stock	Great Western—Original	100	51⅝
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	123½
Stock	London, Brighton, and South Coast	100	94
Stock	London, Chatham, and Dover	100	22
Stock	London and North-Western	100	118½
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	58½
Stock	Metropolitan	100	134
10	Do., New	—	3 pm
Stock	Midland	100	126
Stock	Do., Birmingham and Derby	100	97
Stock	North British	100	56
Stock	North London	100	121
10	Do., 1864	5	7
Stock	North Staffordshire	100	77
Stock	Scottish Central	100	154
Stock	South Devon	100	48
Stock	South-Eastern	100	68
Stock	Taff Vale	100	145
10	Do., C	—	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	55

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

We have it announced to-day that the Preston Banking Company, which was regarded as weak, has stopped payment; the notification of the stoppage, as affixed on the door of the bank, leading to the hope that it may prove only temporary. It was established in 1844. The paid-up capital is £100,000, the reserve fund £65,000. The last dividend and bonus were at the rate of 20 per cent. Its branches are at Blackburn, Blackpool, Fleetwood, Garstang, Lancaster, Ormskirk, and Southport. The London agents were the Union Bank of London.

The failure of the Birmingham Banking Company, although severely felt in Birmingham and the surrounding country, has had little effect in London. It was established in 1829, the paid-up capital is stated to be £275,590, the reserve fund £200,000, and the amount per share paid up £10. The most recent dividend and bonus have been thirty shillings per share. It had branches at Coventry, Dudley, Walsall, and Wednesbury. The cause of its failure is the "old, old, tale." Those who were entrusted with the management failed to be vigilant, and the usual consequence of mismanagement followed, resulting in a stoppage and wide spread misery. These constant disclosures of laxity of oversight may well shake public confidence in the joint-stock principle, and it is to be hoped that at a time when that confidence is reviving we have heard the last of bank failures for some time to come.

Mr. Watkins, to-morrow (Friday), will move in the House for a Royal Commission to inquire into the subject of the financial panic and the continuance of a 10 per cent. rate of discount, as to which the Bank directors have to-day not made any change.

From some valuable tables recently published by Mr. G. M. Williah, we find that from the time of the passing of the Bank Charter Act, in 1844, down to May in the present year, the highest rate of discount was 10 per cent.; which it only reached twice in the 22 years, viz.:—Nov. 12, 1857, lasting 42 days, when it fell at once to 8 per cent.; and May 12 in the present year, at which it still continues. The lowest rate of discount was 2 per cent., occurring but twice—24th April, 1852, and July 24th, 1862. The change to 2½ per cent. has taken place seven times, viz.:—Sept. 7, 1844; Nov. 24, 1849; January 3, 1852; Dec. 9, 1858; July 14, 1859; Jan. 9, 1862; and July 10, 1862. The highest amount of bullion was £22,232,138 (July 10, 1852); the lowest, £7,170,508 (Nov. 12, 1857—Indian Mutiny and American panic year).

Business on the Stock Exchange during the week has been remarkably quiet. There is an absence of speculation, and many of the jobbers and brokers are making holiday, as usual at this season of the year.

Consols are quoted 88⅛–⅜ for money, and 88⅛–⅜ for the account.

In Foreign Funds there has been an improvement in Italian, and Turkish Five per Cents. rose 1 per cent. to-day, owing to a belief that arrangements are about to be made to meet the July dividend. The latest quotations are: Brazillian Five per Cents. at 72; and the £100 Bonds, 72½; Stock of the Danubian Principalities, 68 and 66; Egyptian Seven per Cent. Loan, 85½; the £100 Bonds, 85½ and 85; the Government Railway Debentures, 81; Portuguese Three per Cents. at 43¼ and 43¾; Russian Four-

and-a-Half per Cents., 84½; Sardinian Five per Cents., 67 and 65; Venezuela Six per Cents., 33¾; Italian Loan of last year obtained 64½, and the Loan of 1861 brought 53¾ and 53½.

In the Railway Share Market, home and foreign, there is no feature needing special notice.

In Bank Shares a fair amount of business has been transacted at the following prices:—London and County, 66½, 65½, and 66; London Joint-Stock brought 45¼ and 44½; London and Westminster, 97; Union Bank of London, 44½, 44, 45, and 44⅝; Oriental Bank, 47½ and 48; the Provincial Bank of Ireland, 80.

There has been but little doing in Gas Shares during the week.

A very important decision affecting the metropolitan companies who were parties to the Act of 1860, commonly called the Districting Act, was arrived at by Vice-Chancellor Stuart, on Tuesday, in the case of *The Imperial Gaslight and Coke Company* v. *The West London Junction Gas Company (Limited) and Others*. His Honour held that the supply of gas by the defendants to the Great Western Railway Company, the Metropolitan Railway Company, and the Great Western Hotel Company, was not a violation of the Act of 1860, and was not a supply within the district assigned to the plaintiffs to the public in the carrying-on the trade or business of gas manufacture.

At the London Joint-Stock Bank meeting to-day, a dividend at the rate of 20 per cent. per annum was declared. The profits for the half-year are represented by £134,571, and £26,571 was carried forward.

The chairman stated that since the last meeting 537 new accounts had been opened, and that their new branch in Chancery-lane was progressing satisfactorily, many new accounts having been opened with it.

A meeting of shareholders in the Birmingham Banking Company was held to-day, at Birmingham, at which the Committee recommended that a new bank on the limited principle be started, and that the goodwill of the old bank be purchased. This recommendation was agreed to.

At the eighth ordinary meeting of shareholders in the City Bank, held on Tuesday, the gross profits for the half-year were stated to be £81,503, and a dividend and bonus equal to 12 per cent. per annum, free of income tax, were declared. £19,961 was written off to cover bad debts.

At the eighth ordinary meeting of the Imperial Bank a dividend at the rate of 8 per cent. per annum was declared, free of income tax.

At the half-yearly meeting of the London and Westminster Bank, held yesterday, a dividend at the rate of 6 per cent. was declared, with a bonus of 11 per cent. The profits during the half-year have been £250,813 7s. 10d. The amount due on demand for deposits, &c., is £21,024,211. The recent failures have increased the business considerably, and 500 new accounts have been opened since May.

A return has been issued of all the appointments made by the Master of the Rolls and the several Vice-Chancellors in England, under the Companies Act, 1862, of provisional official liquidators and official liquidators, with the names of the companies and the liquidators, and the dates of the several appointments. Most of the appointments took place in the present and last year. In those returns from the Master of the Rolls the names of eighty-nine companies are given; from Vice-Chan-Chancellor Kindersley twenty-seven; from Vice-Chancellor Stuart six: and from Vice-Chancellor Wood thirty-two.

Vice-Chancellor Wood has made an order for the compulsory winding-up of the Oriental Commercial Banking Company.

Lord Romilly has appointed Mr. Samuel Lovelock official liquidator of the Kumaon and Oude Plantation Company (Limited).

Petitions are presented to be heard before Lord Romilly on the 28th inst. to wind up Warren's Blacking Company (Limited), and Smith, Knight, & Co. (Limited). Also to be heard before Vice-Chancellor Kindersley, on the same day, a petition has been presented to wind up the London and Northern Insurance Corporation (Limited).

On Tuesday, in the Upper House, Lord Nelson stated that it was not his intention to proceed with the Public Companies Bill this session, and it was accordingly withdrawn.

Yesterday, a deputation from the Glasgow Chamber of Commerce waited on the Chancellor of the Exchequer on the currency question.

To-day a motion for the securing a compulsory, in lieu of a voluntary, winding-up of the Universal Banking Company stood over by arrangement till next Thursday.

A creditor of the London, Chatham, and Dover Railway, to the amount of £292 taxed costs, obtained to-day an order for payment out of the first moneys coming to the hands of the receiver.

Some amalgamations are talked of between insurance companies. The reported fusion of two law offices it is now understood will not take place, but there is an alliance between the Solicitors' and General and the Eagle on the *tapis*.

THE ADMINISTRATION OF JUSTICE AMONGST THE SAXONS.—For the administration of justice in civil and criminal causes, the Saxons had three inferior courts—the hall-mote, the hundred-mote, and the shire-mote. The hall-mote was the simplest form of administration, such as obtains even in our own times in remote country districts, where Hodge is taken up to the great house to appear before the squire. As its name implies it was held in the hall of the lord. Above this simple court was the hundred-mote, generally held every month, whose jurisdiction extended over a division of country called a hundred, and sometimes, as occasion required, over a larger portion. Then came the shire-mote, a still higher court, held twice in the year, composed of the freeholders who, hearing causes both civil and ecclesiastical, were presided over by an ealdorman and a bishop, who were not the absolute judges, being present chiefly to keep order and advise; cases were decided by the majority of voices. From these three inferior courts—the hall-mote, hundred-mote, and shire-mote—there was an appeal to the king's court, which could be held wherever his Majesty may be present; no case, however, could be heard in this court which had not previously passed through one or two of the lower courts, a rule often abused by influential people, who had power enough to wrest their cause from the lower tribunals, where the judgment would probably go against them, and bring it forward in a more favourable arena. Civil actions were tried upon testimony. The plaintiff produced the best evidence he could, and, if it proved satisfactory, the case was decided upon it; in the case of an assertion being made unsupported by testimony on either side, the party making such assertion was put upon his oath, and not only so, but had to bring forward others of a reputable position, who would swear as to his character for truthfulness. Here, again, rank claimed its privilege;—the oath of a king's thane (thegn) was equal to those of six churls (ceorls); the oath of an ealdorman was equivalent to that of six thanes; the word of a king or an archbishop was sufficient, being regarded as sacred; they were therefore exempt from the oath. But a custom prevailed amongst the Saxons in the adjudication of cases which approaches very nearly in form, and wholly in spirit, to that cherished bulwark of British liberty, trial by jury. In the laws of Alfred it is stipulated that if any one accuse a king's thane, the accused, if he will purge himself, must take twelve other king's thanes; and if a thane of lesser rank be accused, he must purge himself along with twelve of his equals and one king's thane. In Wilkin's "Anglo-Saxon Laws" we read it was enacted "If a king's thane deny this [that is the charge] let twelve be appointed for him, and let him take twelve of his kindred and twelve British strangers, and if he fail then, let him pay for his breach of law twelve half marcs; if a landowner deny the charge, let as many of his equals and as many strangers be taken as for a royal thane, and if he fail let him pay six half marcs; if a churl deny it, let as many of his equals and as many strangers be taken for him as for the others, and if he fail let him pay twelve ores for his breach of law." It has been objected to this that these thirty-six people were selected for the mere purpose of compurgation already alluded to, that is, of swearing as to the veracity of the accused, but such an inference is hardly tenable when in each case twelve strangers are to be chosen, who must have been selected certainly not for the purpose of swearing for the accused, not knowing him, but rather from being strangers selected for the purpose of impartial and unbiassed investigation. As we have remarked, it was not the form, but it was the spirit, of trial by jury. Criminal cases were conducted in much the same manner. The hundred-mote assembled; the reeve, with twelve thanes, made inquiry into all the offences committed within the hundred; they were sworn not to foresay (present) anyone who was innocent, nor to conceal anyone who was guilty. A case was sometimes settled by their decision, but if the accused persisted there were two ways by which he might maintain his innocence—compurgation, and the ordeal. But we pause to remark how strikingly similar to the operations of our grand jury were those of the Saxon reeve and the twelve thanes. Compurgation, as has already been intimated, was the production of testimony as to veracity. The accused swore upon oath that he was innocent in word and work of the crime, and then produced compurgators, who swore that they believed his oath to be true—these compurgators being his neighbours, or reputable people who knew him. The number required was regulated by the nature of the offence, and if their testimony was satisfactory the accused was acquitted.—*Dublin University Magazine*.

SHAREHOLDERS IN JOINT-STOCK COMPANIES.—The true mode in which a shareholder should watch his company forms the subject of an interesting article in the *Economist*, which believes that "neither published reports and accounts nor meetings afford a significant indication of the worst evils of companies in the really worst cases. There is one indication, however, which should be carefully attended to. A successful company always starts with a few directors of station and eminence, who are its vouchers, and upon the faith of whose names it gets its capital and takes its position. So long as these directors stay in the company probably its affairs are, if not prosperous, at least honourable; they may not be successful, no ability and no discretion can command success; the best men of business are liable to be deceived by sanguine ideas and eager impulses. But if the principal directors who start a company are leaving it

as if in terror, if they who know its secrets are leaving its ranks; if they are selling their shares and diminishing their responsibility, depend on it there is something wrong. The same may be said of well-informed people of means and capital in Lombard-street. It does not answer to be the one solvent person, or one of the few solvent persons, in a limited company if your interests are at all considerable. If you are in that unfortunate position, most likely, indeed inevitably, in case of disaster, you will have to pay for others. A call of £5 may, if paid by everybody, meet the whole liabilities of the concern, but when only a few pay anything, a call of £50—a call of the whole capital—may be requisite. It is generally found, too, that if the directors are selling their shares, other well-judging people sell theirs too. The whole company is weeded of its rich capitalists, and left to women, clerks, and vagrants. The inference and precaution are plain. Every shareholder has a right to see the share register book, and he ought to do so. He has only to call at the office and ask to see it, and by law it must be shown him. He should take a list of directors with him, and see exactly what they are doing with their shares, and what they are not doing, and should act accordingly. He should watch too for transfers of the shares from well-known people of wealth and respectability to people who are not known at all, or known for evil. If you see those who have been behind the scenes, or who have much to lose, abandoning the company, abandon it yourself, and at whatever cost. The first evil is in such cases the least. Else you will have to pay not only your fair proportion of the calls and liabilities of the company, but other people's proportion too. At any rate go once every three months to the office and examine the register of shares, so that at any rate you may see with whom you are associated, and heedfully observe what is the present policy of those who, by position or otherwise, know more than you do."

ESTATE EXCHANGE REPORT.

AT THE LONDON TAVERN.

July 13.—By Messrs. Norton, Trist, & Co.

Leasehold estate, comprising about 120 acres of building land, forming part of the Calverley Estate, Tunbridge Wells; term, about 90 years unexpired, at £490 per annum—Sold for £700.

Leasehold residence, being No. 1, Alfred-road, Priory-grove, Acton; estimated annual value, £120; term, 99 years from 1859, at £15 per annum—Sold for £1,800.

Leasehold 11 houses, Nos. 4 to 14, Alfred-road, aforesaid; estimated annual value, £60 a house; term similar to above, at £8 per annum each—Sold from £500 to £590 per house.

Lease, with possession, of business premises, being No. 34, Aldersgate-st, City; term, 21 years from 1861, at £130 per annum—Sold for £330.

July 17.—By Messrs. Debenham, Tewson, & Farmer.

Leasehold 2 houses, being Nos. 4 and 5, Langdon-terrace, Fort-road, Bermondsey, producing £57 4s. per annum; term, about 70 years, at £1 each per annum—Sold for £380.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BLELLOCH—On July 17, at Hounslow, the wife of D. Blelloch, Esq., Solicitor, of a son.

HAYNES—On July 16, at Wimbledon, the wife of T. O. Haynes, Barrister-at-Law, of a son.

HEMMING—On July 12, at Hampstead, the wife of G. W. Hemming, Esq., Barrister-at-Law, of a son.

HORREX—On July 11, at Richmond, Surrey, wife of T. Horrex, Esq., Solicitor, Gray's-inn, of a son.

RUTTER—On July 9, at Mornington-road, Regent's-park, the wife of H. Rutter, Esq., Solicitor, Aldermanbury, of a son.

TIPPETS—On July 17, at Atherstone, the wife of T. G. Tippets, Esq., Solicitor, of a daughter.

MARRIAGE.

FOX—SANDLE—On July 11th, at Great Bradfield, Essex, H. E. Fox, Esq., of Lincoln's-inn, to Emily S. S., daughter of W. Sandle, Esq., of Essex and Brighton.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Rose, Rev. Hugh F., Suffolk. £61 11s. 8d., Reduced 3 per Cent. Annuities—Claimed by said Rev. H. F. Rose.

Scott, Mary, Bennett street, St. James's, Widow; James Scott, Southampton-buildings, Esq.; P. D. Scott, Bognor, Esq.; and Mary A. Smilson, Bennett-street, Widows. £390 3s. 7d. Consolidated £3 per cent. Annuities—Claimed by Julien R. Church, limited administrator of Mary Scott, Widow, the survivor.

Walker, Matilda, Southampton-row, Russell-square, Spinster. £2,434 10s. 9d. Consolidated 3 per Cent. Annuities—Claimed by the said Matilda Walker.

Walker, Phillis, Southampton-row, Russell-square, Spinster. £2,030 14s. 6d. Consolidated 3 per Cent. Annuities Claimed by the Rev. Samuel E. Walker, administrator of the said P. Walker, deceased.

Watkins, Mary A., Glasshouse-street, Upper East Smithfield, Widow, and Hannah Watkins, Regent-street, Vauxhall-road, Widow. £216 11s. 8d. Reduced 3 per Cent. Annuities—Claimed by George Dike, acting executor of H. Watkins, deceased.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, July 13, 1866.

Limited in Chancery.

Gresley Wood and Swadlincote Colliery Company (Limited).—Petition for winding-up, presented July 9, directed to be heard before the Master of the Rolls on July 21. Gadsden, Bedford-row, solicitor for the petitioner.

Plym River Slab and Slate Company (Limited).—Order to wind-up, made by Vice-Chancellor Stuart on July 6. Pawle & Co, New-inn, Strand, solicitors for the petitioners.

National Horse Insurance Company (Limited).—The Master of the Rolls has, by an order dated April 24, appointed Charles Graham Carttar, 7, Skinner's-pl, Sise-lane, official liquidator.

Oriental Commercial Bank (Limited).—Vice-Chancellor Wood has, by an order dated July 5, appointed Herbert Harris Cannan, Walbrook, provisional official liquidator.

Reese River Silver Mining Company (Limited).—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Edward Hart, 57, Moorgate-st, official liquidator. Wednesday, Aug 8 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Imperial Agency Company (Limited).—Creditors are required, on or before July 20, to send their Christian and surnames in full, and a statement of the account and the nature of the securities held by them, to George Henry Smith, 27, Cornhill, official liquidator. Friday, July 27 at 3, is appointed for hearing and adjudicating upon the debts and claims.

Tuesday, July 17, 1866.

Limited in Chancery.

Greenwich Tannery Company (Limited).—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Threlkeld Edwards, 18, King-st, Cheapside, official liquidator. Monday, Aug 6 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Railway Finance Company (Limited).—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lowell Price, 13, Gresham-st, official liquidator. Wednesday, Aug 8 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Austin Consolidated Silver Mines Company (Limited).—Creditors are required, on or before Aug 17, to send their names and addresses, and the particulars of their debts or claims, to George Grant, 123, Fenchurch-st. Hamber & Harrison, King's Arms-yd, solicitors for the liquidator.

Ottoman Company (Limited).—Order to wind-up, made by Vice-Chancellor Wood on July 7. Simpson & Cullingford, Gracechurch-st, solicitors for the petitioner.

National Savings' Bank Association (Limited).—Order to wind-up, made by the Master of the Rolls on July 7. Harrison & Lewis, Old Jewry, solicitors for the petitioner.

Leeds Woollen Extract and Spinning Company (Limited).—Order to wind-up, made by the Master of the Rolls on July 9. Hartley, John-st, Bedford-row, solicitor for the petitioner.

Rhôs Hall Iron Company (Limited).—Petition for winding-up, presented July 17, directed to be heard before the Master of the Rolls on July 27. Hollings & Co, solicitors for the petitioners.

Brighton Arcade (Limited).—Petition for winding-up, presented July 13, directed to be heard before the Master of the Rolls on July 27. Watson, Cannon-st, solicitor for the petitioner.

Unlimited in Chancery.

Birmingham Banking Company.—Petition for winding-up, presented July 14, directed to be heard before the Master of the Rolls on July 27. Dale & Stretton, Gray's-inn sq, solicitors for the petitioners.

Cork and Youghal Railway Company.—Order to wind-up, made by the Master of the Rolls on July 7. Deane & Co, South-sq, Gray's-inn, solicitors for the petitioners.

Friendly Societies Dissolved.

Friday, July 13, 1866.

Carddawo Freichfras Lodge of True Ivorites, Marchioness of Bute Inn, Gt Frederick-st, Cardiff, Glamorgan. July 7.

Tradesmen's Club, Dolphin Inn, Cullompton, Devon. July 7.

Burnham Friendly Society, Crown Inn, Burnham, Somerset. July 10.

Union Society of Shipwrights, Clarence Inn, Catherine-st, Devonport. July 10.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, July 13, 1866.

Bottomley, Benj, Elland, nr Halifax, Manufacturer. Sept 1. Atkinson v Etherington, V. C. Stuart.

Burgess, Geo, Cleethorpes, Lincoln, Yeoman. Aug 1. Burgess v Swaby, V. C. Stuart.

Curtis, Ann, Chatteris, Cambridge, Widow. Oct 10. Smith v Clarke, M. R.

Espin, John, Regent-st, Gent. Aug 7. Wray v Williams, V. C. Wood.

Gibbs, Jas, Bristol, Auctioneer. Aug 31. Gibbs v Robjent, V. C. Stuart.

Gurnell, Thos, & Edwd Fox, Dartford, Kent, Chemists. July 30. Fox v Gurnell, M. R.

Jones, Geo, Shackerley, Salop, Ironmaster. Aug 3. Brooks v Jones, M. R.

MacGregor, Sir John, Ryde, Isle of Wight, Inspector-General of Hospitals. Aug 9. MacGregor v MacGregor, V. C. Kinderaley.

Miller, Jas Boyd, Mitcham, Surrey, Esq. Aug 31. Muller v Miller, V. C. Stuart.

Mills, John, Chatham, Gent. Aug 9. Ginn v Moss, V. C. Wood.

Pitt-Rivers, Right Hon Geo, Rushmore Lodge, Wilts. Aug 31. Pitt v Dacre, V. C. Stuart.

Reid, Alex, Llantysilio Hall, Denbigh, Esq. July 27. Ellerton v Roy, V. C. Wood.

Royle, John, Altrincham, Chester, Gent. Aug 31. Martyn v Royle, V. C. Stuart.

Townsend, Ellen Harriot Evans, Gravesend, Kent, Spinster. Aug 31. Pidgeon v Spencer, V. C. Stuart.

TUESDAY, July 17, 1866.

Trusts of the Finsbury Benefit Building Society. Oct 30. M. R.
Machell, John, Kendal, Westmoreland, Gent. Aug 3. Machell v Machell. M. R.
Marshall, Buchanan, Lpool, M.D. Aug 9. Gilmour v Mackie, M.R.
Sole, Van Notten, Esq, Wyck Rissington, Gloucester. Oct 1. Sole v Sole, V. C. Stuart.
Ward, Mary Ann, Slough, Bucks, Widow. Nov 15. Bullen v Long, V. C. Wood.
Wigley, Ann, St James'-ter, Notting-hill, Spinster. Sept 30. Wigley v Norris, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 13, 1866.

Cockroft, Geo, Halifax, York, Cabinet Maker. Sept 1. Craven & Rankin, Halifax.
Garden, Fredk Augustus, Christchurch, New Zealand, Batchelor. Sept 29. E & W Rickards, Crown-ct, Old Broad-st.
Guy, Jas Miller, Chief Mate. Oct 9. Hart & Davies, Abchurch House, Sherborne-lane.
Hall, John, Maidenhead, Berks, Gent. Sept 10. Lepard, Kennington-pk-rd.
Lightfoot, Joseph, Brough, Westmorland, Yeoman. Sept 29. Preston, Kirkby Shepton.
Randall, Jas, Chipping Sodbury, Gloucester, Innkeeper. Aug 11. Tayler, Chipping Sodbury.
Tibbatts, Wm, Hackney-rd, Featherbed Manufacturer. Aug 7. Ware, Kingsland-rd.
Triscott, Saml, Plymouth, Storekeeper. Aug 16. Pridham & Co, Plymouth.

TUESDAY, July 17, 1866.

Barclay, Sarah, Wavertree, Lancaster. Aug 16. Wadeson & Malleson, Austinfriars.
Bickford, John Fairweather, Churchstow, Devon, Veterinary Surgeon. Aug 18. Square, Kingsbridge, Devon.
Graham, Sir Bellingham Reginald, Norton Conyers, York, Bart. Aug 27. Capron & Co, Savile-pl, New Burlington-st.
Lawrence, Benj, Rosherville, Kent, Esq. Sept 1. Wrentmore & Son, Lincoln's-inn fields.
Porter, Thos, Birstall, Leicester. Aug 31. Freer & Reeve, Leicester.
Rideout, Chas, Wotton, Gloucester, Esq. Sept 29. Woodcock, Gloucester.
Salisbury, Thos, Fordington, Dorset, Gent. Aug 27. Macdonald & Brodrick, Salisbury.
Salisbury, Frances, New Sarum, Wilts, Widow. Aug 27. Macdodald & Brodrick, Salisbury.
Senac, Felix, Wiesbaden, Nassau, Gent. Aug 21. Thomas & Hollams, Mincing-lane.
Spencer, Richd. St Peter's Port, Guernsey, Esq. Oct 15. Lucas & Showler, Trinity-pl, Charing-cross.
Stanford, Geo, Stutton, Suffolk. Farmer. Sept 1. Anderson & Stanford, Gt James-st, Bedford-row.
Thompson, John, Shelton, Cumberland, Gent. Sept 1. Norman, Carlisle.
Thornicroft, Thos, North Rode, Chester, Yeoman. Aug 30. Parrott & Co, Macclesfield.
Walker, Wm, Preston, Lancaster, Gent. Sept 18. Banks & Dean, Preston.
Whiteley, Jas, Bootle, nr Lpool, Gent. Sept 1. Avison & Co, Lpool.
Wyatt, Josiah Drayton, Barnsbury-villas, Liverpool-rd, Builder. Aug 31. Boulton & Sons, Northampton-sq.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 13, 1866.

Aston, John Chas, Allensmore, Hereford, Farmer. June 13. Asst. Reg July 10.
Barry, John Geo, & Alfred Barry, Dockhead, Bermondsey, Warfingers. July 3. Asst. Reg July 11.
Barlow, John, Sheffield, York, Dealer in Boots. June 27. Asst. Reg July 11.
Barton, Thos, Upper Norwood, Surrey, Builder. June 14. Inspectorship. Reg July 10.
Baker, Richd, City of London, Merchant. June 14. Asst. Reg July 11.
Bishop, Hy, Sheffield, Cutlery Manufacturer. July 6. Comp. Reg July 12.
Blackburn, Robt, & Jane Caelsburn, Wigton, Cumberland, Grocers. June 14. Asst. Reg July 11.
Boult, Fras, Chas John English, Thos Brandon, & Wm Hunter, Lpool, Ship Brokers. June 7. Comp. Reg July 11.
Brooke, Joseph, Wakefield, York, Timber Merchant. June 22. Asst. Reg July 12.
Brooks, Jas, & Cornelius Robt Schaller, Charles-st, St James's, Auctioneers. June 16. Comp. Reg July 12.
Brough, Wm, Manch, Coach Builder. June 15. Comp. Reg July 12.
Budden, Alex Gerrard, Clevedon, Somerset, Pastrycook. July 2. Asst. Reg July 12.
Call, Wm, Edwd Bickerstaff Blackwell, & Chas Godlobb Ritter, Leman-st, Whitechapel, Confectioners. June 12. Asst. Reg July 12.
Carlisle, Septimus Edmundus, Wilton-pl, Knightsbridge, Gent. July 11. Asst. Reg July 12.
Carter, Thos, Princes-rd, Kennington-cross, Carpenter. July 9. Comp. Reg July 13.
Cole, John, Sparkbrook, Aston, Birm, Builder. July 3. Comp. Reg July 10.
Cowton, Thos, Bridlington-quay, York, Jeweller. June 23. Asst. Reg July 11.
Edwards, Hy Arthur, Forest-gate, Essex, Gent. June 16. Comp. Reg July 12.
Evans, Stephen, Wolverhampton, Stafford, Miller. July 4. Comp. Reg July 13.
Fletcher, Joseph, Manch, Tailor. June 13. Asst. Reg July 10.
Fraser, Alfred, Exeter, Tea Dealer. June 15. Asst. Reg July 12.
Gandy, Gerard, Aston, Birm, Wire Drawer. June 13. Comp. Reg July 10.
Gillespie, John, Chas Fredk Mozley, & Wm Smith Churchill, Gt Winchester-st, Merchants. June 15. Inspectorship. Reg June 13.
Gray, Chas, & Thos Gray, Lpool, Butchers. July 2. Comp. Reg July 7.
Harris, Wm Robt, Whitechurch, Pembroke, Tailor. June 15. Asst. Reg July 12.
Harris, Wm, Phœnix-wharf, Old Ford, Wharfinger. June 29. Comp. Reg July 13.
Hardley, Joseph, Northwich, Chester, Tailor. June 14. Comp. Reg July 12.
Harvey, Thos, Cambridge, Builder. June 21. Comp. Reg July 11.
Hawkins, Wm Hy, Lpool. July 4. Asst. Reg July 12.
Heppleston, Robt, Batley, York, Rag Merchant. June 18. Asst. Reg July 11.
Hobson, Edmd Carey, Leadenhall-st, Wine Merchant. June 12. Asst. Reg July 9.
Hughes, Wm Young, Ruthin, Denbigh, Gent. June 20. Asst. Reg July 13.
Hurworth, Louis, Kingston-upon-Hull, Working Jeweller. July 10. Comp. Reg July 11.
Hustler, Chas Anderson, Downshire-hill, Hampstead. July 9. Comp. Reg July 13.
Jarrett, John, Ringstead, Norfolk, Baker. June 20. Asst. Reg July 13.
Jones, Edwd, Shrewsbury, Salop, Grocer. June 27. Asst. Reg July 13.
Jones, Edwd, & Alex Macdonald, Lpool, Ship Brokers. June 15. Asst. Reg July 12.
Jones, Evan, Llanystumdwy, Carnarvon, Shopkeeper. June 15. Asst. Reg July 11.
Kelfett, Wm, jun, Calverley, York, Cloth Manufacturer. July 6. Comp. Reg July 12.
Kern, Joseph, Swansea, Glamorgan, Watchmaker. June 15. Asst. Reg July 12.
Latham, Geo, Conant-pl, West India Dock-rd, Ship Joiner. May 15. Comp. Reg July 10.
Matthews, Hy, Bitton, Gloucester, Wine and Spirit Dealer. June 18. Asst. Reg July 12.
Morton, David, & Chas Pemberton Maddock, Lpool, Corn Brokers. July 9. Inspectorship. Reg July 12.
Newton, Thos, Manch, Grocer. June 15. Comp. Reg July 12.
Nicholls, Sarah, Clifton, Bristol, Widow. June 15. Comp. Re July 13.
Noar, Edwd, Hulme, Manch, Corn and Flour Dealer. July 5. Comp. Reg July 11.
Pashley, Fras, Sheffield, Table Knife Manufacturer. June 26. Asst. Reg July 12.
Phillips, Philip, Risca, Monmouth, General-shop Keeper. June 14. Comp. Reg July 12.
Pile, Edwd, Maidstone, Kent, Grocer. June 13. Asst. Reg July 11.
Rawlins, Edwd, Reading, Berks, Gent. July 5. Asst. Reg July 11.
Redway, Thos, Exmouth, Devon, Shipowner. June 29. Asst. Reg July 11.
Russell, Thos, York, Bootmaker. June 16. Asst. Reg July 11.
Selby, Thos, Landport, Hants, Block Maker. June 18. Asst. Reg July 12.
Sichel, Gustavus, Blomfield-st, Finsbury, Merchant. July 12. Inspectorship. Reg July 13.
Siminson, Thos, Gt Grimsby, Lincoln, Builder. June 13. Comp. Reg July 11.
Smith, Whitfield, Manch, Leather Dealer. July 6. Comp. Reg July 12.
Stent, Hy, Frome Selwood, Somerset, Carpenter. June 20. Comp. Reg July 11.
Stoyel, Wm Hy, Tiverton, Devon, Bootmaker. July 7. Comp. Reg July 12.
Thornhill, Wm Cooke, Congleton, Chester, Tobacconist. July 9. Comp. Reg July 12.
Wait, Danl Chas, Esq, Black Torrington, Devon. June 30. Asst. Reg July 11.
White, Richd Martin, & Clare Arnold Sewell, Stepney-green, Mile-end, Stay Manufacturers. June 18. Comp. Reg July 12.
Whitehouse, Hy, Wolverhampton, Stafford, Car Proprietor. June 23. Comp. Reg July 13.
Willett, Geo Burgess, Hastings, Sussex, Whitesmith. June 12. Asst. Reg July 10.
Wilding, Eliz, Pembridge, Hereford, Widow. June 14. Asst. Reg July 11.
Wilson, Jonathan Workman, New Brighton, Chester, Builder. June 13. Comp. Reg July 11.
Wilson, Joseph, Lpool, Merchant. June 19. Asst. Reg July 13.
Winter, Robt Tidswell, & Wm Stead Willans, Halifax, York, Woolstaplers. June 16. Asst. Reg July 11.
Wood, Jas, Rochdale, Lancaster, Wool Dealer. June 15. Asst. Reg July 13.
Wright, Geo Hammond, Hackney-rd, Biscuit Baker. July 7. Comp. Reg July 12.

TUESDAY, July 17, 1866.

Abrahams, Mieyer, Dover, Kent, Furniture Broker. July 13. Comp. Reg July 16.
Amsden, John Joseph, Southgate-rd, Kingsland, Bootmaker. June 19. Comp. Reg July 13.
Anstee, Robt, Brackley, Northampton, Farmer. July 9. Asst. Reg July 16.
Armstrong, Joseph, Manch, Umbrella Manufacturer. June 18. Asst. Reg July 16.
Baxter, Robt Wm, Leeds, Chemist. June 20. Asst. Reg July 17.
Betts, Arthur Chas, Cumberland-st, Belgravia, Gent. July 16. Comp. Reg July 17.
Bowker, Joshua, Scarborough, York, Landscape Gardener. July 7. Reg July 14.
Bryant, Abraham, Lion-villa, Gresham-rd, Brixton, Builder. June 21. Comp. Reg July 14.
Cook, Edwin, Luton, Bedford, Grocer. June 22. Asst. Reg July 16.

Dennett, Hy Robt, & Saml Gray, Forest-hill, Kent, Builders. July 6. Asst. Reg July 17.
Dover, Hy John, Gipsey-hill, Norwood, Contractor. July 10. Comp. Reg July 13.
Duckworth, Caleb, & Edmd Duckworth, Newby, nr Clitheroe, Cotton Manufacturers. June 12. Asst. Reg July 13.
Eastabrook, Saml, Clifton, Bristol, Bootmaker. July 9. Asst. Reg July 16.
Fulcher, Alfred, & Wm Cooper, Lpool, Merchants. June 27. Inspectorship. Reg July 14.
Garraway, Edwd, Guildford, Surrey, Jobmaster. June 23. Asst. Reg July 16.
Gellatly, Edwd, Jameson Alers Hankey, & Fredc Sewell, Leadenhall-st, Merchants. July 9. Inspectorship. Reg July 17.
Gill, Geo Ranson, Ipswich, Suffolk, Ironmonger. June 25. Asst. Reg July 16.
Hancock, Wm Kempe, Falmouth, Cornwall, Grocer. June 21. Asst. Reg July 13.
Harris, Thos Hy, Shennington, Oxford, Butcher. June 22. Asst. Reg July 14.
Henson, Wm, Millfield, Peterborough, Northampton, Labourer. July 3. Comp. Reg July 13.
Herschkowitz, Hyman Harris, Manch, Tailor's Cutter-out. July 6. Comp. Reg July 14.
Hobson, Wm, Sheffield, Joiner. June 25. Comp. Reg July 14.
Hood, Robt, Harrowgate-rd, South Hackney, Engraver. July 11. Comp. Reg July 16.
Jennings, John, Trafalgar-rd, Greenwich, Grocer. July 5. Comp. Reg July 13.
Kynaston, Edwd, & Robt Sutherland, Mincing-lane, Colonial Brokers. July 10. Inspectorship. Reg July 16.
Lear, Josias, Modbury, Devon, Tinman. June 23. Asst. Reg July 13.
MacDonald, Donald, Lpool, Draper. June 6. Asst. Reg July 16.
Mackenzie, Thos Hy, Copley-villa, Lyndhurst-rd, Peckham, Comm Agent. July 13. Comp. Reg July 17.
McPherson, Wm, Kingston-upon-Hull. June 18. Comp. Reg July 13.
Mitchell, Geo Wm, Oak Lodge, Tarnham-green, Clerk in the Patent Office. July 4. Comp. Reg July 13.
Mollett, Wm Bell, Norwich, Boat Builder. June 19. Asst. Reg July 16.
Morice, Hubert Jay, Piccadilly, Gent. July 12. Comp. Reg July 17.
Morton, Thos, Naval-row, Blackwall, Ship Joiner. June 18. Asst. Reg July 13.
Moxon, Saml Sykes, Harrowgate, York, Wine Merchant. June 20. Comp. Reg July 13.
Nash, John, Exeter-st, Strand, Gent. July 3. Comp. Reg July 16.
Neill, Thos, Sheffield, Hosier. June 29. Asst. Reg July 16.
Paley, Robt, Crofton, York, Innkeeper. June 20. Asst. Reg July 16.
Richardson, Robt, Newcastle-upon-Tyne, Grocer. June 26. Asst. Reg July 17.
Roberts, John, & Saml Roberts, Sedgley, Stafford, Grocers. June 25. Comp. Reg July 17.
Seward, Sarah, & Thos Seward, Petworth, Sussex, Ironmongers. June 22. Comp. Reg July 16.
Simmonds, Sidney, Drury-lane, Grocer. June 19. Comp. Reg July 14.
Stones, John, Sheffield, File Manufacturer. June 22. Asst. Reg July 13.
Stubbs, Joseph, Waverley-rd, Harrow-rd, Plasterer. June 25. Comp. Reg July 14.
Swan, John, & Jas Nicholas Groveham, Lpool, Comm Merchants. June 23. Asst. Reg July 17.
Tuck, Wm, Cirencester, Gloucester, Baker. June 20. Asst. Reg July 14.
Turner, Geo, Bristol, Clothier. June 20. Asst. Reg July 13.
Warren, Wm Ryle, Macclesfield, Chester, Bookseller. July 12. Comp. Reg July 14.
White, Wm, Hereford, Builder. June 22. Asst. Reg July 14.
White, Chas, Camberwell-rd, General Dealer. July 10. Comp. Reg July 16.
Williams, Ishmael, Dinas, nr Pontypridd, Glamorgan, Stationer. July 2. Comp. Reg July 14.
Wood, Anthony, Lpool, Broker. July 13. Comp. Reg July 17.

Bankrupts

FRIDAY, July 13, 1866.

To Surrender in London.

Anning, Sidney Chas, King's-cross-rd, Gasfitter. Pet July 10. July 27 at 1. Miller & Miller, Sherborne-lane.
Anderson, Richd. Golden-lane, St Luke's, Licensed Victualler. Pet July 11. July 31 at 11. Treherne & Co, Aldermanbury.
Blackburne, Harriett, Redcliff-rd, Fulham-rd, of no business. Pet July 10. July 27 at 12. Harrison, Basinghall-st.
Brown, Hy, Matilda-st, Caledonian-rd, Fancy Goods Dealer. Pet July 7. July 25 at 1. Kimberley, Moorgate-st.
Cato, Chas, Kentish-town-rd, Cab Proprietor. Pet July 9. July 25 at 3. Marshall, Lincoln's-inn-fields.
Charlton, Geo, Prisoner for Debt, Winchester. Pet July 5. July 23 at 1. Ashurst & Co, Old Jewry.
Clark, Jas Chaplin, Plumstead, Kent, General-shop Keeper. Pet July 10. July 25 at 3. Buchanan, Basinghall-st.
Crisp, Walter, Mansfield-st, Kingsland-rd, Meat Salesman. Pet July 7. July 25 at 1. Buchanan, Basinghall-st.
Daniell, Chas Percy, South Norwood, Surrey, Mercantile Clerk. Pet July 6. July 25 at 12. Chidley, Old Jewry.
Eardensohn, Redcross-st, Boot Manufacturer. Pet July 11. July 27 at 1. Sydney & Son, Finsbury-circus.
Flint, Saml, Arthur-ter, Dalston, Comm Traveller. Pet July 10. July 27 at 12. Edwards, Bush-lane, Cannon-st.
Geyer, Franz Adolph Wilhelm, Paddington-st, Marylebone. Pet July 7. July 27 at 11. Godfrey, South-sq, Gray's-inn.
Godfrey, Joseph, Elmere-rd, Bow, Stable Keeper. Pet July 9. July 27 at 11. Allen, Chancery-lane.
Hedger, Edwin, South Island-pl, Lambeth. Pet July 5. July 23 at 12. Mayo, Melton-ter.
Helsewell, Hy, Norland-rd, Notting-hill, Stationer. Pet July 9. July 24 at 3. Chester, Hammersmith.
Hoar, John, Frederick-st, Caledonian-rd, General Dealer. Pet July 6. July 25 at 12. Edwards, Bush-lane.
Loveder, Chas, Southampton, Pianoforte Dealer. Pet July 7. July 25 at 2. Paterson & Son, Bouverie-st.
Martin, Hy, Canonbury-sq, Islington, Livery Stable Keeper. Pet July 9. July 27 at 12. Marshall, Lincoln's-inn-fields.
Maxwell, John Smith, Hopkin's Hotel, Euston-rd, out of business. Pet July 2. July 27 at 1. Chidley, Old Jewry.
Millington, Jas Heath, Chepstow-pl, Bayswater, Artist. Pet July 7. July 23 at 2. Lawrance & Co, Old Jewry-chambers.
Pharoah, Thos, Southsea, Hants, Builder. Pet July 7. July 25 at 1. White, Dane's-inn, Strand.
Richardson, John Allpress, Burlington-rd, St Stephen's-sq, Wine Merchant. Pet July 7. July 23 at 2. Duffett, Chancery-lane.
Rugg, Geo, Wood-st, Cheapside, Warehouseman. Pet July 5. July 23 at 1. Treherne & Co, Aldermanbury.
Simkins, Wm, Millbrook, Hants, Butcher. Pet July 9. July 25 at 2. Stocken & Co, Leadenhall-st.
Symonds, John, Ryde, Isle of Wight, Photographer. Pet June 30, July 27 at 2. Sorrell, Gt Tower-st.
Watson, Louis Stephen, Cedar-rd, Walham-green, Accountant. Pet July 9. July 27 at 11. Kent, Cannon-st.

To Surrender in the Country.

Acton, Richd, Hulme, Manch, Journeyman Joiner. Pet July 10. Manch, July 26 at 11. Cartwright, Chester.
Adams, Wm, Dudley, Worcester, House Agent. Pet July 10. Birm, July 25 at 12. James & Griffin, Birm.
Allen, John, jun, Gt Grimsby, Lincoln, Smack Owner. Pet July 11. Leeds, July 25 at 12. Wintringham, Gt Grimsby.
Barnett, John, Gillingham, Kent, Journeyman Dyer. Pet July 11. Rochester, July 24 at 10. Goodwin, Maidstone.
Bell, Mary Ann, Honiton, Devon, Spinster. Pet July 3. Exeter, July 19 at 11. Flond, Exeter.
Birks, Saml, Longton, Stafford, China Manufacturer. Pet July 10. Birm, July 27 at 12. Adderley, Longton.
Blakeman, Chas, Stone, Stafford, out of business. Pet July 9. Stone, July 18 at 11. Litchfield, Newcastle-under-Lyme.
Broadrick, John, Scarborough, York, Hairdresser. Pet July 3. Scarborough, July 25 at 3. Cornwall, Scarborough.
Brown, Chas Wm. Prisoner for Debt, Winchester. Pet July 9. Exeter, July 23 at 12.30. Bailey, Winchester.
Bulcock, Eliz, Prisoner for Debt, Walton. Adj May 17. Lpool, July 25 at 3.
Burke, Patrick, Manch, Cabinet Maker. Pet July 3. Manch, July 26 at 11. Chew, Manch.
Cardwell, Fras, Barrow-in-Furness, Lancaster, Provision Dealer. Pet July 7. Ulverston, July 23 at 10. Salmon, Barrow-in-Furness.
Chapman, Alfred, Chepstow, Monmouth, Timber Merchant. Pet July 3. Bristol, July 27 at 11. Fussell & Pritchard, Bristol.
Cole, David, Beeston, Nottingham, Licensed Victualler. Pet July 10. Nottingham, Oct 10 at 11. Beek, Nottingham.
Douglas, Archibald, Knaresborough, York, Linendraper. Pet July 10. Leeds, July 23 at 11. Kirby & Son, Knaresborough.
Dowling, John, jun, Brighton, Soda Water Maker. Pet July 7. Brighton, July 26 at 11. Mills, Brighton.
Edwardes, David Edwd, Canton, nr Cardiff, Glamorgan, Schoolmaster. Pet July 7. Cardiff, July 28 at 11. Raby, Cardiff.
Evans, Thos, Rossett, nr Wrexham, Denbigh, Butcher. Pet July 10. Wrexham, July 26 at 11. Sherratt, Wrexham.
Ford, Hy Jas, East Stonehouse, Devon, Beer Retailer. Pet July 7. East Stonehouse, July 23 at 11. Robins, Plymouth.
Fullagar, Chas, Loughborough, Leicester, Surgeon's Assistant. Pet July 9. Loughborough, July 25 at 10. Goode, Loughborough.
Gallon, Hy, Leeds, Wholesale Ironmonger. Pet July 11. Leeds, July 23 at 11. Dibb & Atkinson, Leeds.
Gibbins, Jas, Adstone, Northampton, Butcher. Pet July 9. Towcester, Aug 6 at 11. Whitton, jun, Towcester.
Glassey, Levi, Rochdale, Lancaster, Provision Dealer. Pet July 11. Manch, July 26 at 11. Whitehead, Rochdale.
Hyde, Edwd Hill, Brighton, Clerk. Pet July 9. Brighton, July 28 at 11. Lamb, Brighton.
Jackson, Hy, Lincoln, Builder. Pet July 11. Leeds, July 25 at 12. Toynbee & Larkin, Lincoln.
Jenkins, Thos, Coed-y-Meibon, nr Dinas, Glamorgan, Collier. Pet July 11. Pontypridd, July 26 at 11. Thomas, Pontypridd.
Keates, Jas, Birm, out of business. Pet July 12. Birm, July 27 at 12. James & Griffin, Birm.
Kell, David, Lincoln, Miller. Pet July 11. Leeds, Aug 8 at 12. Williams, Lincoln.
Kerr, John, Newcastle-upon-Tyne, Beerhouse Keeper. Pet July 9. Newcastle, July 24 at 12. Joel.
Lambert, Edwd Hewitt, Leeds, Currier. Pet July 9. Leeds, July 26 at 11. Rider, Leeds.
Lees, Edwd, jun, Willenhall, Stafford, Charter Master. Pet July 10. Wolverhampton, July 30 at 12. Cresswell, Wolverhampton.
Lindon, Jas, Widnes, nr Warrington, Lancaster, Bootmaker. Pet July 7. St Helen's, July 27 at 11. Smith & Boyer, Manch.
Mabe, Wm, Swansea, Glamorgan, Butcher. Pet July 5. Swansea, Aug 2 at 11. Tripp, Swansea.
Marshall, Thos, Sheffield, Lead and Glass Merchant. Pet July 7. Leeds, Aug 4 at 12. Hoole & Tattershall, Sheffield.
Maw, John, Derby, Hardware Man. Pet July 10. Birm, July 24 at 11. Gamble & Leech, Derby.
Naylor, Hy, Manch, Draper. Pet May 15. Manch, July 23 at 12. Storer, Manch.
Newson, Wm, Gloucester, Wine Merchant. Pet July 7. Bristol, July 25 at 11. Jenkinson, Corbet-ct, Gracechurch-st.
Noble, Robt, Scotter, Lincoln, Carpenter. Pet July 9. Gainsborough, July 31 at 10. Bladon, Gainsborough.
Pattison, John Arthur, Durham, Joiner. Pet July 9. Durham, July 26 at 11. Marshall, Durham.
Paynter, John, Southsea, Hants, Shipwright. Pet July 6. Portsmouth, July 26 at 11. White, Portsea.
Percival, Wm, Widnes, Lancaster, Bricksetter. Pet July 9. St Helen's, July 25 at 11. Beasley, St Helen's.
Proffitt, John, Darlaston, Stafford, Roller Buckle Manufacturer. Pet July 10. Walsall, July 27 at 12. Glover, Walsall.

Randel, Jas Hy, Birm, General Factor. Pet July 10. Birm, July 25 at 12. Barber, Birm.

Sargison, Joseph, Foggathorpe, nr Howden, York, Wheelwright. Pet June 11. Leeds, July 25 at 12. Summers, Hull.

Saunders, Geo, Bath, Blacksmith. Pet July 7. Bath, July 24 at 11. Collins, Bath.

Siddons, Joseph, Bradfield, York, Quarryman. Pet July 9, Sheffield, July 26 at 1. Smith & Burdekin, Sheffield.

Stockwell, Alfred, Everton, nr Lpool, Hosier. Pet July 10. Lpool, July 27 at 3. Henry, Lpool.

Tasker, Edwd, Knottingley, York, Ladder Maker. Pet July 9. Pontefract, July 27 at 11. Allatt, Knottingley.

Taylor, Danl, Nottingham, Machinist. Pet July 10. Nottingham, Oct 10 at 11. Beck, Nottingham.

Thomas, John, New Brighton, Chester, Builder. Pet July 9. Lpool, July 25 at 11. Jones, Lpool.

Timmins, Stephen, & Saml Timmins, Dudley, Worcester, Fender Makers. Pet July 11. Birm, July 25 at 12. James & Griffin, Birm.

Unwin, Wm, Sheffield, Solicitor. Pet July 3. Leeds, Aug 4 at 12. Smith & Burdekin, Sheffield.

Utley, John, Mexborough, York, Blacksmith. Pet July 10. Doncaster, July 26 at 12. Woodhead, Doncaster.

Walters, Saml, Chesterfield, Derby, Mason. Pet July 9. Chesterfield, July 31 at 11. Binney & Son, Sheffield.

Young, Wm, Sheffield, Hosier. Pet July 11. Sheffield, July 26 at 1. Micklethwaite, Sheffield.

TUESDAY, July 17, 1866.

To Surrender in London.

Bacon, Edwin, Prisoner for Debt, London. Pet July 10 (for pau). July 27 at 12. Goatley, Rose-st, Covent-garden.

Cobb, Walter Wm, Prisoner for Debt, London. Pet July 10 (for pau), July 31 at 12. Munday, Basinghall-st.

Fisher, Wm, Somerset House, Strand, Licensed Victualler. Pet July 12. July 30 at 11. Michael, Barge-yd, Bucklersbury.

Green, Wm, York-rd, King's-cross, Comm Agent. Pet July 11. July 27 at 1. Layton, jun, Church-row, Islington.

Hemmings, Thos, Botley, Berks, Poulterer. Pet July 14. July 30 at 1. Munday, Basinghall-st.

Higgins, Sidney Herbert, Derby-rd, South Hackney, out of employment. Pet July 13. July 31 at 11. Brighten, Bishopsgate-st Without.

Jakeman, Geo, Francis-st, Newington-butts, out of business. Pet July 10. July 31 at 11. Harcourt, King's Arms-yd.

Lilleywhite, Fredk, & Thos Ward, Borough, Cricketing Outfitters. Pet June 19. July 31 at 3. Jones, New-inn, Strand.

Mayne, Jas Forde, Pembroke-rd, Kensington, Tailor. Pet July 12. July 27 at 2. Brown, Basinghall-st.

Mayo, Jas, jun, Prisoner for Debt, London. Pet July 13. July 30 at 1. Apps, South-sq, Gray's-inn.

Minton, Edwd, Prisoner for Debt, London. Pet July 12. July 31 at 1. Munday, Basinghall-st.

Newley, John, Nottingham-st, Bethnal-green, Cabinet Maker. Pet July 14. July 30 at 1. Marshall, Lincoln's-inn-fields.

Ockmore, Jas, Rufford's-buildings, Islington, Refreshment-house Keeper. Pet July 11. July 31 at 12. Peverley, Coleman-st.

Reid, Geo, Goldington-st, Camden-town, Commercial Traveller. Pet July 13. July 31 at 2. Edwards, Bush-lane, Cannon-st.

Relph, Richd, Fawkham, Kent, Licensed Victualler. Pet July 13 July 30 at 1. Russell, Old Jewry-chambers.

Roberts, Chas, Prisoner for Debt, London. Pet July 13 (for pau). July 31 at 11. Dobie, Guildhall-chambers, Basinghall-st.

Shea, Mathias, Prisoner for Debt, London. Pet July 9 (for pau). July 31 at 1. Kent, Cannon-st.

Simons, Isaac, Chislehurst, Kent, Job Master. Pet July 12. July 31 at 1. Ody, Trinity-st, Southwark.

Smythe, Edwd, Fenchurch-st, Merchant. Pet July 10. July 31 at 12. McLeod & Co, London-st.

Townsend, John Wm, Mitcham, Surrey, Japanner. Pet July 12. July 27 at 2. Parry, Croydon.

To Surrender in the Country.

Armstrong, Alice, Newcastle-upon-Tyne, Licensed Victualler. Pet March 27. Newcastle-upon-Tyne, July 31 at 12. Scaife & Britton, Newcastle-upon-Tyne.

Bailey, Joseph, Flitton, Bedford, Blacksmith. Pet July 11. Amphill, July 30 at 4. Shepherd, Luton.

Baugh, Beriah, Dawley, Salop. Pet July 11. Madeley, Aug 1 at 12. Taylor, Wellington.

Beck, Wm, Leicester, Tailor. Pet July 13. Birm, July 31 at 11. Pike, Leicester.

Blackmore, Thos, Much Woolton, nr Lpool, Baker. Pet July 5. Lpool, July 23 at 11. Worship, Lpool.

Blenkhorn, Allon, Blackburn, Lancaster, Grocer. Pet July 9. Manch, July 30 at 11. Radcliffe, Blackburn.

Broxap, Jas, Prisoner for Debt, Lancaster. Pet July 9 (for pau). Lancaster, July 27 at 12. Gardner, Manch.

Carthew, Edwd, Camborne, Cornwall, Grocer. Pet July 9. Redruth, Aug 11 at 11. Yewens, Camborne.

Cook, Wm, Dover, Journeyman Plumber. Pet July 10. Dover, July 28 at 12. Minter, Dover.

Cooper, Wm, Moctie, Montgomery, Beerhouse Manager. Pet July 14. Newtown, July 28 at 11. Jones, Newtown.

Earp, Chas Hy, Mold, Flint, Mineral Oil Merchant. Pet July 5. Lpool, July 30 at 11. Evans & Co, Lpool.

Firby, Ambrose Binkes, Gt Stainton, Durham, Labourer. Pet July 11. Stockton-on-Tees, July 25 at 12. Robinson, Darlington.

Forde, Bernard, Darlington, Durham, Beerhouse Keeper. Pet July 12. Darlington, July 30 at 10. Steavenson, Darlington.

Foster, John, Hastings, Sussex, Fruiterer. Pet July 10 (for pau). Lewes, Aug 4 at 10. Hillman, Lewes.

Gill, Edwin, Reading, Berks, Coal Dealer. Pet July 13. Reading, July 27 at 11. Slocombe, Reading.

Goldberg, Gustavus, Cheetham, Lancaster, Commercial Traveller. Pet July 12. Salford, July 28 at 9.30. Nuttall, Manch.

Greenslade, Hy Clarke, Backwalls, South Stafford, Brewer. Pet July 14. Birm, July 30 at 12. James & Griffin, Birm.

Gwynn, Chas Mainwaring, Birm, Warehouse Clerk. Pet July 10. Birm, Aug 3 at 10. Robinson, Birm.

Halsted, Wm, jun, Prisoner for Debt, Lancaster. Pet July 9 (for pau). Lancaster, July 27 at 12. Gardner, Manch.

Hardman, Wm, Prisoner for Debt, Lancaster. Pet July 9 (for pau). Lancaster, July 27 at 12. Rawlinson, Lancaster.

Harris, Robt, Ipplepen, Devon, Clerk. Pet July 13. Newton Abbot, Aug 7 at 11. Francis & Baker, Newton Abbot.

Hartley, Benj, Lancaster, Innkeeper. Pet June 30. Lancaster, July 27 at 12. Holden, Lancaster.

Helliwell, Thos, Prisoner for Debt, Lancaster. Adj June 14. Lpool, July 30 at 11.

Hollings, Geo, Leeds, Warehouseman. Pet July 12. Leeds, July 27 at 3. Harle, Leeds.

Holt, Jas, Prisoner for Debt, York. Adj June 16. Halifax, July 31 at 10.

Hughes, Joseph Edwd, Lpool, Provision Dealer. Pet July 12. Lpool, July 31 at 3. Copeman, Lpool.

Hunt, Jas, sen, & Jas Hunt, jun, Droylsden, nr Manch, Grocers. Pet July 12 (for pau). Manch, Aug 7 at 9.30. Law, Manch.

Ingledew, Wm, Middlesbrough, York, Fish Dealer. Pet July 11. Stockton-on-Tees, July 25 at 11. Griffin, Middlesbrough.

Jones, Richd, Dawley, Salop. Pet July 11. Madeley, Aug 1 at 12. Taylor, Wellington.

Lawton, Matthew Hy, Pembridge, Hereford, Grocer. Pet July 13. Kington, Aug 3 at 10. Cheese, Kington.

Lewis, Jas, Haverfordwest, Tailor. Pet July 6. Haverfordwest, July 21 at 12. Price.

Longland, Joseph, Prisoner for Debt, Stafford. Pet July 4. Burton-upon-Trent, July 30 at 1. Bowen, Stafford.

Machin, John, & Chas Machin, Dawley, Salop, Charter Masters. Pet July 11. Madeley, Aug 1 at 12. Garbett, Dawley.

Marsh, John, Latchford, Chester, Overseer of a Cotton Mill. Pet July 12. Warrington, Aug 2 at 11. Shepherd & More, Warrington.

Massam, Robt, Lpool, Blacksmith. Pet July 11. Lpool, July 30 at 3. Pemberton, Lpool.

Mellor, Jonathan, Birdwell, nr Barnsley, York, Miner. Pet July 13. Barnsley, July 31 at 2. Williamson, Barnsley.

Moore, Edwd Hy, Hawkwell, nr Rochford, Essex, Baker. Pet July 13. Rochford, Aug 7 at 1. Chidley, Old Jewry.

Pickup, Danl, Hulme, nr Manch, Warper. Pet July 11. Salford, July 28 at 9.30. Gardner, Manch.

Plaister, Hy Hulton, Shepton Mallet, Guard in the House of Correction. Pet July 13. Wells, July 30 at 12. Nalder.

Richards, David, Prisoner for Debt, Cardiff. Adj July 10. Bridgend, July 28 at 12.

Richards, Wm, Llantrissant, Glamorgan, Contractor. Pet July 14. Pontypridd, July 30 at 11. Thomas, Pontypridd.

Rideal, Saml, Newton Heath, nr Manch, Engineer. Pet July 14. Manch, July 30 at 11. Leigh, Manch.

Rhodes, John, Manch, Comm Agent. Pet July 12. Manch, Aug 1 at 11. Ward, Manch.

Russell, Geo, Gt Grimsby, Lincoln, Well Borer. Pet July 9. Gt Grimsby, July 27 at 11. Chester, Grimsby.

Simister, Wm, Southport, Lancaster, Joiner. Pet July 11. Ormskirk, July 30 at 10. Parr, Ormskirk.

Stanley, Joseph, Cannock, Stafford, Butcher. Pet July 11. Walsall, July 27 at 10. Palmer, Rugeley.

Swann, John, Halifax, York, Blacksmith. Pet July 13. Halifax, July 31 at 10. Haigh, Huddersfield.

Thomas, Joseph, Prisoner for Debt, Cardiff. Adj July 10. Cardiff, July 28 at 11.

Tilston, Wm, Upton, Chester, Cheese Factor. Pet July 4. Lpool, July 30 at 11. Pemberton, Lpool.

Vickers, Wm, Jarrow, Durham, Builder. Pet July 6. Newcastle-upon-Tyne, July 31 at 12. Hoyle & Shipley, Newcastle-upon-Tyne.

West, John Merriman, Statham, Norfolk, Professor of Music. Pet July 12. North Walsham, July 27 at 3. Culley, Norwich.

Whitehouse, Geo, Westbromwich, Stafford, Ironmaster. Pet July 14. Birm, July 30 at 12. James & Griffin, Birm.

White, Geo Wm Chambers, Lincoln, Commercial Traveller. Pet July 14. Leeds, Aug 8 at 12. Brown & Son, Lincoln.

Willcox, Chas, Middlesbrough, York, Ironworker. Pet July 11. Stockton-on-Tees, July 25 at 11.30. Griffin, Middlesbrough.

BANKRUPTCIES ANNULLED.

FRIDAY, July 13, 1866.

Bury, Edgar, Uplyme, Devon, Gent. June 21.

TUESDAY, July 17, 1866.

Zizinia, Demetrius, Fairfield, nr Lpool, Cotton Salesman. July 13.

Bucks.—Freehold Estate.

MESSRS. BUCKLAND & SONS have received instructions from the Rector, with the consent of the Bishop of the Diocese, the Ecclesiastical Commissioners for England, and the Lord Chancellor, to SELL by AUCTION, at the LONDON TAVERN, Bishopsgate-street, London, at TWELVE for ONE o'clock, on THURSDAY, JULY 26th, 1866, about seventy-two acres of very valuable FREEHOLD LAND, with a Farm, Homestead, Tithe free and Land Tax redeemed, situate at Wexham, about 1½ miles from the Slough station, and 3½ miles from Windsor, forming part of the Rectory lands of the parish, and presenting a most favourable opportunity for Investment.

Particulars and conditions of sale may be had at the London Tavern, Bishopsgate-street; at the Crown Hotel, Slough; of

Messrs. COODE, KINGDON, & COTTON, Solicitors, 62, Ludgate-hill, London;

and of Messrs. BUCKLAND & SONS, Land Agents and Surveyors, Windsor.

Bromley-by-Bow.—Freehold Ground-Rents, very well secured, and conferring votes for the county.

MESSRS. DEBENHAM, TEWSON, & FARMER, will SELL, at the NEW AUCTION MART, Tokenhouse-yard, on TUESDAY, AUGUST 7, at ONE, in 18 Lots (unless previously disposed of), abundantly secured FREEHOLD GROUND-RENTS, amounting to £414 18s. per annum, arising from 64 brick-built houses, in Hawgood-street, Eastward-street, Box-street, Furse-street, and Gale-street, Devons-road, Bromley. The rack rentals on the whole are estimated at about £1 200 per annum.

Particulars and plans shortly, of

J. W. MARSH, Esq., Solicitor, 116, Fenchurch-street;

and of the Auctioneers, 80, Cheapside, who are prepared to sell the whole by private contract.

Landed Investments, House Property, Ground Rents, &c.

MR. ROBINS, of 5, Waterloo-place, Pall-Mall S.W. (Established in the Piazza, Covent-garden, 1780), has for Sale, by private contract, some very desirable FREEHOLD ESTATES, to pay rather above the ordinary rate of interest; also, about One Hundred Lots of Freehold and Leasehold Property, including many very sound and eligible investments. A List sent post free.—Address as above.

DEBENTURES at 5, 5½, and 6 per Cent.
CEYLON COMPANY LIMITED.
SUBSCRIBED CAPITAL £750,000.

DIRECTORS.

Chairman LAWFORD ACLAND, Esq.

Major-General Henry Pelham Burn.	Duncan James Kay, Esq.
Harry George Gordon, Esq.	Stephen P. Kennard, Esq.
George Ireland, Esq.	Patrick F. Robertson, Esq., M.P.
	Robert smith, Esq.

MANAGER.

C. J. BRAINE, Esq.

The Directors are prepared to ISSUE DEBENTURES on the following terms, viz., for 1 year at 5 per Cent., for 3 years at 5½ per Cent., and for 5 years and upwards at 6 per Cent. per annum.

Applications for particulars to be made at the Office of the Company, No. 7, East India-avenue, Leadenhall-street, London, E.C.

By Order, R. A. CAMERON, Secretary.

MERSEY DOCK ESTATE.—LOANS OF MONEY. The Mersey Docks and Harbour Board hereby give NOTICE that they are willing to receive LOANS OF MONEY on the security of their Bonds, at the rate of Four Pounds Fifteen Shillings per centum per annum interest, for periods of Three, Five, or Seven Years. Interest warrants for the whole term, payable half-yearly at the Bankers of the Board in Liverpool, or in London, will be issued with each bond. Communications to be addressed to George J. Jefferson, Esq., Treasurer. Dock-office, Liverpool.

By order of the Board, JOHN HARRISON, Secretary.
Dock office, Liverpool, April 17, 1866.

METROPOLITAN DISTRICT RAILWAY COMPANY.

NOTICE IS HEREBY GIVEN, that the holders of Scrip Certificates are required to bring in their Scrip, and pay a further sum of Ten per Cent. upon each certificate of £100 to the Company's Bankers,

Messrs. GLYN, MILLS, CURRIE, & Co.,
Messrs. ROBARTS, LUBBOCK, & Co.,
Messrs. HERRIES, FARQUHAR, & Co.,

on or before the twenty-first day of July, 1866, in order that such Scrip may be registered in Shares of the Company, pursuant to the Company's Special Act and the Prospectus under which such Scrip Certificates were issued.

AND NOTICE IS HEREBY FURTHER GIVEN, that if default shall be made in bringing in such Certificates and payment of the further Ten per Cent. for 14 days beyond the day so appointed, such Scrip Certificates and the amount already paid thereon will be forfeited.

Dated this twenty-eighth day of June, 1866.

(By Order) GEO. HOPWOOD, Secretary.

No. 6, Westminster chambers, Victoria-street, S.W.

BY ROYAL COMMAND.
METALLIC PEN MAKER TO THE QUEEN.

JOSEPH GILLOTT respectfully directs the attention of the Commercial Public, and of all who use Steel Pens, to the incomparable excellence of his productions, which for Quality of Material, Easy Action, and Great Durability, will ensure universal preference.

They can be obtained, retail, of every dealer in the world; wholesale, at the Works, Graham street, Birmingham; 91, John-street, New York; and at 37, Gracechurch-street, London.

LAW UNION FIRE and LIFE INSURANCE COMPANY.

Chief Offices—126, CHANCERY LANE, W.C.

Capital—ONE MILLION STERLING, fully subscribed by upwards of 500 of the leading Members of the Legal Profession.

The Fire and Life Departments are under one management, but with separate Funds and Accounts.

Chairman—Sir WILLIAM FOSTER, Bart.

Deputy-Chairman—Mr. Serjeant MANNING, Q.A.S.

The only Law Office in the United Kingdom combining Fire and Life Insurance.

FIRE DEPARTMENT.

Subscribed Capital £750,000, in addition to the Reserve Fund.
Insurants will be allowed the full benefit of the Reduction of Duty.
Claims settled promptly and liberally.

LIFE DEPARTMENT.

Subscribed Capital £250,000, in addition to the Reserve Fund.

A Bonus every five years. Next Bonus in 1869. At the Division of Profits in 1864, the Reversionary Bonus amounted to from 15 to 50 per cent. per annum on the Premiums paid, varying with the ages of the Insured.

Prospectuses, Forms of Proposal, Reports of the Company's Progress, and every other information, will be forwarded, postage free, on application to any of the Local Directors or Agents of the Company, or to

FRANK McGEDY, Secretary.

FOUR-AND-A-HALF PER CENT. ON FIRST-CLASS LANDED SECURITY IN ENGLAND, UNDER ACT OF PARLIAMENT.

To Trustees, Insurance Offices, Charitable Institutions, Solicitors Brokers, and the general Public.

Mortgage Debentures, registered at the Government Office of Land Registry, 34, Lincoln's-inn-fields, London, W.C., under the powers of the Mortgage Debenture Act, 1865, bearing 4½ per cent. interest, are issued for the sum of £50 and upwards, for terms of from one to ten years and transferable by indorsement.

The Mortgage Debentures are secured:

1st. By the deposit with the Registrar in terms of the Act, of an equal aggregate at least of Mortgages and rent charges upon real property, and of securities upon rates and assessments upon the owners and occupiers of real property, within the powers of the Act of Parliament,

2nd By the guarantee of the uncalled capital of £900,000, of the Land Securities Company, Limited (The Lord Naas, M.P., President) of which £500,000 by the Act is absolutely appropriated as additional security to the holders of the Mortgage Debentures.

In every case a Statutory Declaration under the Act must be made and filed at the Office of Land Registry by a Surveyor or Valuer approved by the Government Inclosure Commissioners for England and Wales, that the advance made, including all previous incumbrances, if any, does not exceed two-thirds of the Estate charged.

Registers of the Mortgages and other Securities, and of the Mortgage Debentures, are kept in the Office of Land Registry.

The Registered Mortgage Debentures, of which no over issue is possible, are endorsed by the Registrar as conclusive evidence that the requirements of the Act of Parliament have been complied with.

Trustees having a general power to invest Trust Monies in or upon the security of Shares, Stock Mortgages, Bonds or Debentures of Companies, incorporated by or acting under the authority of an Act of Parliament, are authorised by the 40th section of the Act to invest in the Registered Mortgage Debentures.

Apply to GRANVILL RICHARD RYDER, Esq., Managing Director, Land Securities Company (Limited), 3, Parliament-street, London, S.W.

THE LANDS IMPROVEMENT COMPANY (incorporated by Special Act of Parliament in 1853).—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 25 years:

1. Drainage, irrigation and warping, embanking, enclosing, clearing reclamation, planting for any beneficial purpose, engines or machinery for drainage or irrigation.

2. Farm roads, tramways, and railroads for agricultural or farming purposes.

3. Jetties or landing places on the east coast, or on the banks of navigable rivers or lakes.

4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved.

The Company will also negotiate the rent-charges obtained by Landowners under the Improvement of Land Act, 1864, in respect of their subscription of shares in a railway or canal company.

No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

Apply to FRANCIS B. MAULE, Esq., Secretary, 3, Parliament-street, London, S.W.

BROOKS & SCHALLER (removed from Piccadilly).—The INDEX, printed MONTHLY (first published in 1820), of ESTATES, Country and Town Houses, Manors, Hunting Quarters, Shootings and Fishings, Farms, &c., to be LET or SOLD, can be had (free) at their Offices, 25, Charles-stret, St. James's, S.W., opposite the Junior United Service Club. Particulars inserted without charge, but for next publication must be forwarded before the 28th of each month.